

APPENDIX TO BRIEF FOR THE UNITED STATES OF AMERICA

INDEX

I—Film License:

A. Excerpts From Printed Forms of License Used of Each Distributor-Defendant for the 1943-44 Season.....

1. Columbia (Ex. 286).....	1
(a) Admission price provisions.....	1
(b) Run and clearance provisions.....	2
2. Fox (Ex. 276).....	5
(a) Admission price provisions.....	6
(b) Run and clearance provisions.....	6
3. Loew (Ex. 278).....	8
(a) Admission price provisions.....	8
(b) Run and clearance provisions.....	9
4. Paramount (Ex. 280).....	10
(a) Admission price provisions.....	10
(b) Run and clearance provisions.....	11
5. RKO (Ex. 282).....	12
(a) Admission price provisions.....	12
(b) Run and clearance provisions.....	13
6. Warner (Ex. 284).....	14
(a) Admission price provisions.....	14
(b) Run and clearance provisions.....	14
7. United Artists (Ex. 288).....	15
(a) Admission price provisions.....	15
(b) Run and clearance provisions.....	15
8. Universal (Ex. 290).....	16
(a) Admission price provisions.....	16
(b) Run and clearance provisions.....	17

B. Evolution of the Printed License Form.....

1. Initial Sentence Describing Form of License.....	18
(a) 1917 (Ex. P-5).....	18
(b) 1923 (Ex. P-7).....	19
(c) 1926 (Ex. P-8).....	19
(d) 1928 (Ex. P-12).....	19
(e) 1935 (Ex. P-11).....	20
(f) 1941 (Ex. P-14).....	20
(g) 1942 (Ex. P-15).....	21
(h) 1944 (Ex. P-16).....	21
(i) 1945 (Ex. P-1).....	21
2. Run and Clearance Provisions.....	22
(a) 1917 (Ex. P-5).....	22
(b) 1918 (Ex. P-6).....	22
(c) 1923 (Ex. P-7).....	22
(d) 1926 (Ex. P-8).....	23
(e) 1928 (Ex. P-12).....	23
(f) 1935 (Ex. P-11).....	24
(g) 1941 (Ex. P-14).....	27
(h) 1942 (Ex. P-15).....	28
(i) 1944 (Ex. P-16).....	29
(j) 1945 (Ex. P-1).....	29

I. Film Licenses—Continued

B. Evolution of the Printed License Form—Continued

	Page
3. Admission Price Provisions	
(a) 1917 (Ex. P-5)	30
(b) 1918 (Ex. P-6)	30
(c) 1923 (Ex. P-7)	30
(d) 1926 (Ex. P-8)	30
(e) 1928 (Ex. P-12)	31
(f) 1935 (Ex. P-11)	32
(g) 1941 (Ex. P-14)	33
(h) 1942 (Ex. P-15)	35
(i) 1944 (Ex. P-16)	35
(j) 1945 (Ex. P-1)	35
4. Provisions For Auditing Exhibitor's Receipts	36
(a) 1917 (Ex. P-5)	36
(b) 1923 (Ex. P-7)	36
(c) 1926 (Ex. P-8)	36
(d) 1928 (Ex. P-12)	37
(e) 1935 (Ex. P-11)	37
(f) 1941 (Ex. P-14)	39
(g) 1942 (Ex. P-15)	41
(h) 1944 (Ex. P-16)	44
(i) 1945 (Ex. P-1)	44
C. Examples of License Used by Defendants In Dealing With Each Other	45
1. Paramount formula deal with Fox subsidiary, Evergreen Theatres Corporation (Ex. 241)	45
2. Franchise for Universal films in theatres of Paramount subsidiary, Interstate Circuit, Inc. (Ex. 261)	50
3. Master agreement for Columbia films in theatres of Paramount subsidiary, Sparks Circuit, Inc. (Ex. 196)	59
4. Master agreement for Paramount films in Loew theatres (Ex. 243)	59
D. Government's Digests of Film Licensing Agreements in Evidence	61

Exhibit No.	Distributor defendant	Exhibitor defendant	Area	
172	Paramount	Loew	Ohio, Maryland, Indiana, Rhode Island, New York, Pennsylvania, District of Columbia, Virginia, Missouri, Tennessee	61
173	Loew	Paramount	Chicago	63
174	Paramount	Warner	Warner circuit	65
175	Warner	Paramount	Detroit	65
177	RKO	Paramount	Detroit	67
178	Paramount	Fox	Portland, Oreg.	67
179	Paramount	Fox	Seattle	68
180	Fox	Paramount	Macon, Ga.	69
181	Loew	Warner	Warner circuit	70
182	Loew	RKO	Cincinnati	72
183	RKO	Loew	Hartford, Conn.	73
184	RKO	Loew	Bridgeport, Conn.	74
185	RKO	Loew	Meriden, Conn.	74
186	RKO	Loew	Waterbury, Conn.	75
187	Loew	Fox	Los Angeles	75
188	Loew	Fox	Washington, D. C.	76
189	Fox	RKO	Boston	77
190	RKO	Fox	Oregon and Washington	78
191	Warner	Fox	Arizona and Montana	80
192	Fox	Warner	Warner circuit	81
194	RKO	Warner	Warner circuit	83

I. Film Licenses—Continued
D. Government's Digests of the Film Licensing Agreements
in Evidence—Continued

Ex- hibit No.	Distributor defendant	Exhibitor defendant	Area	Page
195	United Artists	Paramount	Paramount circuit	84
195	Columbia	Paramount	Florida	85
198	Universal	Paramount	Texas	86
199	United Artists	Fox	National (Fox) circuit	87
240	Paramount	RKO	Cincinnati, Ohio	89
241	Paramount	Fox	Washington	89
242	Paramount	Warner	Washington, D. C.	90
243	Paramount	Loew	New York City	91
244	Warner	Paramount	Detroit	92
245	Warner	Fox	Northern California	93
246	Warner	RKO	New York City	94
247	Loew	Warner	Washington, D. C.	95
248	Loew	RKO	Cincinnati, Ohio	96
249	Loew	Fox	Los Angeles	96
250	Loew	Paramount	Chicago	97
251	Fox	Paramount	Georgia	98
252	Fox	Warner	Philadelphia	99
253	Fox	Loew	Washington, D. C.	99
254	Fox	RKO	Boston	100
255	RKO	Paramount	Detroit	100
256	RKO	Warner	Pittsburgh	101
257	RKO	Loew	Hartford, Conn.	102
258	RKO	Fox	Portland, Oreg.	102
259	Universal	Warner	Philadelphia	103
260	RKO	Warner	Cleveland	105
261	Universal	Paramount	New Mexico and Texas	105
262	Universal	Loew	Bridgeport, Conn.	106
263	Universal	Fox	Kansas City, Mo.	108
264	Columbia	Loew	Bridgeport, Conn.	108
265	Columbia	Fox	Washington and Oregon	109
266	Columbia	Warner	Warner circuit	110
266a	Columbia	Paramount	Florida	111
267	Columbia	RKO	Dayton	111
268	Columbia	Loew	Atlanta, Ga., and Nash- ville, Tenn.	112
270	United Artists	Loew	New York City	112
270a	United Artists	Warner	Warner circuit	113
272	United Artists	Fox	Los Angeles, San Francisco, Seattle, Exchange Terri- tories	114, 115
272a	United Artists	Paramount	Florida	116
273	United Artists	RKO	Cincinnati, Ohio	116
274	United Artists	Fox	National (Fox) circuit	117
383	United Artists	Fox	Kansas, Missouri, Nebr., Ia., Illinois, and Iowa	118
384	Universal	Fox	Grand Rapids, Mich.	119
386	Paramount	RKO	Michigan	120
387	Paramount	RKO	New York City	124
395	Fox	RKO	Paramount circuit	125
399	Paramount	Paramount, Partners	Paramount circuit	125
419a	RKO	Paramount, Partner	Louisiana and Mississippi	126
419b	RKO	Partner	Louisiana and Mississippi	126
471	Columbia	Loew	New York City	127
472	Columbia	Fox	Colorado, Wyoming, Ne- braska, Utah, Idaho, Mon- tana and New Mexico	128
473	Universal	RKO	15 cities	129
474	Paramount	Paramount, Loew	Los Angeles	131
475	United Artists	Paramount	Minnesota, North Dakota, South Dakota, Wisconsin, North Carolina, South Caro- lina, Virginia, and West Virginia	133
476	United Artists	Paramount	Minnesota, North Dakota, South Dakota, Wisconsin, North Carolina, South Caro- lina, Virginia, and West Virginia	134

Franchises: Exs. 172, 173, 174, 177, 178, 179, 180, 181,
187, 188, 192, 194, 195, 198, 249, 259, 261, 265, 266,
266a, 268, 384, 386, 387, 395, 471, 472, 473, 474.

I. Film Licenses—Continued

D. Government's Digests of Film Licensing Agreements in Evidence—Continued

Page

Master Agreements: Exs. 190, 191, 196, 199, 246, 250, 251, 260, 262, 263, 264, 267, 269, 270, 270a, 271, 272, 272a, 273, 274, 383, 399, 419a, 419b, 475, 476.

Blanket Rental Deals: Exs. 174, 192, 196, 250, 251, 261, 263, 273, 383, 395, 471.

Formula Deals: Exs. 241, 399, 419a, 419b.

Film Rental Based on Net Profit or Computation of Operating Expense: Exs. 178, 190, 191, 194, 195, 242, 243, 250, 251, 272, 386, 471, 475.

Agreements Granting Arbitrary Control of Runs and Playing Time: Exs. 173, 241, 263, 264, 268, 273, 384, 399, 471, 476.

Agreements Granting Arbitrary Rental Term Privileges: Exs. 173, 174, 175, 181, 182, 182a, 185, 188, 189, 190, 191, 192, 198, 199, 241, 242, 244, 245, 247, 251, 257, 259, 260, 261, 262, 263, 265, 266, 266a, 271, 272, 272a, 383, 384, 472, 473, 476.

Agreements Granting Arbitrary Clearance Privileges: Exs. 173, 190, 192, 199, 255, 265, 266, 266a, 271, 272a, 383, 384, 419a, 419b, 471, 472, 473, 474.

II—Theatre Operating Agreements

137

A. Examples of Theatre Operating Agreements Between Defendants (Printed in Full):

1. Pooling agreement between Paramount subsidiary, Minnesota Amusement Company, and RKO subsidiary, St. Paul Theatres Company (Ex. 205).....

137

2. Pooling agreement between Paramount subsidiary, Quaker Theatres Corporation, and Warner subsidiary, Stanley Company of America (Ex. 221).....

147

B. Government's Digests of Theatre Operating Agreements in Evidence

160

Exhibit No.	Defendants owning theatres involved	Area	
200	RKO.....	New York City.....	160
201	RKO.....	New York City.....	162
202	RKO.....	Brooklyn, N. Y.....	164
203	RKO.....	Newark, N. J.....	167
204	RKO.....	Albany, Schenectady, and Troy, N. Y.....	168
205*	RKO-Paramount	St. Paul, Minn.....	169
206	RKO-Paramount	Minneapolis, Minn.....	171
207	RKO-Paramount	Yonkers, N. Y.....	172
208	Paramount.....	Chicago, Ill.....	172
209	RKO-Paramount	Rochester, N. Y.....	173
211	Loew.....	New York City.....	174
212	Loew.....	Brooklyn, N. Y.....	176
213	Loew.....	Astoria, N. Y.....	177
214	Loew.....	Baltimore, Md.....	178
216	Loew-Warner.....	Wilmington, Del.....	179

*This pooling agreement is reprinted in full in section II—Theatre Operating Agreements, of this Appendix, pp. 137-147.

V

II—Theatre Operating Agreements—Continued
 B. Government's Digests of Theatre Operating Agreements
 in Evidence—Continued

Exhibit No.	Defendants owning theatres involved	Area	Page
217	Loew-Warner.....	Wilmington, Del.....	179
218	Paramount-Warner.....	Hammond, Ind.....	180
219	RKO-Warner.....	Cleveland, Ohio.....	182
220	Loew-Warner.....	Pittsburgh, Pa.....	183
221	Paramount-Warner.....	Philadelphia, Pa.....	186
222	Paramount-Fox.....	San Francisco, Calif.....	187
223	Warner.....	Elizabeth, Jersey City, and Hackensack, N. J.....	187
224	Paramount-Warner.....	Lynchburg, Va.....	188
225	Paramount-Warner.....	San Antonio, Tex.....	190
226	Paramount-Warner.....	Brooklyn, N. Y.....	190
226a	Warner.....	Kearny, N. J.....	191
227	Loew-Warner.....	Waterbury, Conn.....	191
228	RKO-Warner.....	Albany, N. Y.....	192
229	Fox-Warner.....	Philadelphia, Pa.....	193
230	Loew-Fox.....	San Francisco, Calif.....	195
231	Paramount-Fox.....	San Francisco, Calif.....	195, 201
232	Paramount-Fox.....	San Francisco, Calif.....	203
233	Loew-Fox.....	Los Angeles, Calif.....	204
234	Paramount-Fox.....	Idaho Falls, Idaho.....	204
235	Loew-Fox.....	Los Angeles, Calif.....	204
236	Loew-Fox.....	Los Angeles, Calif.....	204
237	Paramount-RKO.....	Grand Rapids, Mich.....	204
238	Paramount-RKO.....	Michigan (outside Detroit).....	204

Straight Leases: Exs. 212, 216, 217, 228, 236.

Leases With Franchises: Exs. 204, 222, 224, 225, 230, 231, 232, 232a, 233, 235.

Leases With Operating Agreements Relating to Film Licensing: Exs. 203, 204, 207, 208, 211, 213, 232, 232a.

Operating Agreements Relating to Film Licensing: Exs. 200, 201, 202, 205, 206, 208, 209, 211, 213, 214, 218, 219, 220, 221, 223, 226, 227, 229, 238, 239, 386.

Operating Agreements Sharing Profits: Exs. 200, 201, 202, 205, 206, 207, 209, 213, 218, 219, 220, 221, 223, 226, 227, 229, 232, 232a, 238, 239, 386.

Agreements Confining Future Operations to Specific Territory: Exs. 200, 201, 203, 204, 205, 219, 232, 387.

¹ This pooling agreement is reprinted in full in section II—Theatre Operating Agreements, of this appendix, pp. 147-159.

² These digests are printed in section I-D, Plaintiff's Digests of Film Licensing Agreements in evidence, of this appendix, pp. 119, 120.

III—STATISTICS

Page
207

A. List of theatre holdings of defendants which shows the number and location, by state and city, of all theatres in which each defendant separately owns a direct or indirect stock interest of 50 percent or more; those in which they own a stock interest of less than 50 percent; and those in which two or more defendants or corporations affiliated with one or more of them are jointly interested	208
B. Tabulation of feature film rentals paid to distributor defendants and all other distributors by theatres affiliated with producer-exhibitor defendants for features released during the 1943-44 season as reported by them in answers to interrogatory 12 (Ex. 424)	256
C. Tabulation of percentages of total feature film rentals received by distributor defendants from theatres affiliated with producer-exhibitor defendants and from other exhibitors for features released during the 1943-44 season (Ex. 425)	258
D. Tabulation of distribution of license fees paid to each of the defendant distributors for exhibition rights to all feature films released during the 1943-44 season, by size of film rentals (Ex. 426)	260
E. Tabulation of distribution of license fees paid to each of the defendant distributors for exhibition rights to all feature films released during the 1936-37 season, by size of film rentals (Ex. 427)	261
F. Tabulations showing the proportion of total domestic film rental which comes from first run exhibition in cities of 25,000 and over and the proportion of such first run revenue which comes from theatres affiliated with the defendants	262
1. Fox (Ex. 433)	262
2. Loew (Ex. 435)	264
3. Paramount (Ex. 438)	266
4. RKO (Ex. 434)	268
5. Warner (Ex. 437)	270
6. Columbia (Ex. 436)	272
7. Universal (Ex. 439)	274
8. United Artists (Ex. 440)	276
9. Tabulation of data from all eight defendants disclosed in Exs. 433-40, inclusive	279
G. Tabulations showing the proportion of total film rental received from a large city which comes from first-run exhibition in that city	280
1. Percentage of total film rentals received from first and subsequent runs during 1936-37 season by all defendants in:	
(a) Atlanta, Ga. (Ex. 467)	280
(b) Kansas City, Mo. (Ex. 468)	282
(c) Philadelphia, Pa. (Ex. 469)	284
2. Percentage of total film rentals received by Fox from first and subsequent runs of one 1943-44 season feature in all cities over 100,000 (Exs. F-21, F-21A)	286
3. Tabulations of Fox data disclosed in Exs. 467, 468, 469, and F-21, F-21A	294
4. Percentage of total film rentals received by Loew from first and subsequent runs of all features released during 1943-44 season in 15 cities (Ex. L-18)	297

III—STATISTICS—Continued

	Page
H. Tabulations showing first-run distribution of features released by the defendants among theatres respectively affiliated with them and independent theatres.....	299
1. For all of the defendants' features released during the 1943-44 season in all cities over 100,000 (Exs. 428, 428A).....	299
2. For the first block of features released during the 1943-44 season by all defendants in cities from 25,000 to 100,000 (Ex. 432).....	308
3. For all films released by Columbia in cities over 100,000 during seasons 1936-37 through 1943-44 (Ex. C-7).....	318
I. List of all first run theatres in the 92 cities in the United States having a population of 100,000 and over offered by defendant Loew (Ex. L-13).....	327
J. Tabulations offered by defendants showing proportions of film rental paid by their theatres to themselves, to other defendants, and to independent distributors, and number and source of films exhibited in said theatres.....	339
1. Loew.....	339
(a) Feature film license fees paid by Loew's metropolitan theatres for the fiscal years ending August 31, 1931, to 1944 (Ex. L-8).....	339
(b) Feature film license fees paid by all Loew theatres in U. S. (including Buffalo theatres) for the fiscal years ending August 31, 1931, to 1944 (Ex. L-9).....	341
(c) Source of feature pictures exhibited in all Loew's first run theatres throughout the United States 1934-45 (Ex. L-16).....	343
(d) Recapitulation of data in Exs. L-8, L-9, and L-16.....	344
2. RKO.....	347
(a) Number of feature billings exhibited (1943-44) in RKO theatres: by distributor—first run and metropolitan circuit run (Ex. RKO-8).....	347
(b) Recapitulation of data in Ex. RKO-8 compared with RKO data in Ex. 424.....	348
3. Fox.....	349
(a) Film rentals respectively paid to eight defendants, Republic and other independents for calendar years 1935-44 (Ex. F-23).....	349
(b) Recapitulation of Ex. F-23 showing independents' high, low, and first and final percentage.....	350
4. Warner.....	351
(a) Film rentals respectively paid to eight defendants and independents during fiscal years ended August 1931-45 (Ex. W-3).....	351
(b) Recapitulation of Ex. W-3 showing independents' high, low, and first and final percentage.....	353
K. Tabulations offered by defendants showing proportion of film rental received from their own theatres, theatres of other defendants, and independent theatres.....	354

VIII

III—STATISTICS—Continued

K. Tabulations offered by defendants—Continued

Page

1. Fox:

(a) United States film revenue for 1943-44 apportioned between (a) affiliated and unaffiliated theatres, (b) unaffiliated, Fox, and other affiliated theatres, and (c) unaffiliated, Fox, and other affiliated theatres in cities of less than 25,000, cities of 25,000 to 100,000, and cities of over 100,000, respectively (Ex. F-26)	354
---	-----

(b) Percentage of producer-exhibitor revenue to total domestic revenue for years 1933-44 (Ex. F-27)	357
---	-----

2. Loew:

(a) Total domestic feature rentals received from Fox, Paramount, RKO, Warner, and all others, excluding Loew, and total rentals paid by Loew to Fox, Paramount, RKO, Warner, and all others, excluding Loew, for years 1937-44 (Ex. L-10)	359
---	-----

3. Warner:

(a) Total United States and Canadian film revenue received from theatres owned, operated, or affiliated with Warner, Paramount, Fox, Loew, RKO, and all others for fiscal years ending August 1931-45 (Ex. W-4)	360
---	-----

IV—The Consent Decree of 1940 and Rules of Arbitration Under It

A. Consent Decree

Preliminary statement	362
Section I—Jurisdiction	362
Section II—Persons covered by decree	363
Section III—Trade showing	364
Section IV—Block booking of features and tying in arrangements prohibited—arbitration	364
Section V—Licenses restricted to theatres in one exchange district—arbitration	365
Section VI—No refusal to license on some run—arbitration	366
Section VII—Offensive features—arbitration	367
Section VIII—Criteria for determining reasonable clearance—arbitration	368
Section IX—Restriction on withholding prints—arbitration	369
Section X—Arbitration of refusal to license run desired	370
Section XI—Department of Justice to be notified of changes in theatre holdings—no general program of theatre expansion for three years	371
Section XII—Sections III, IV subdivision (a) to be ineffective if no decree against Universal, Columbia, or United Artists by June 1, 1942. Provisions for modification of decree	375
Section XIII—Decree restricted to continental United States activities	376
Section XIV—Road showing not affected	379
Section XV—Exemption of franchises signed prior to June 6, 1940	380

IX

IV—The Consent Decree of 1940—Continued

A. Consent Decree—Continued

Section XVI—Where arbitration provided for, no violation unless refusal to arbitrate or to abide by final award.....	380
Section XVII—Exemption of licensing agreements with a defendant's own affiliated theatre.....	381
Section XVIII—Right of Department of Justice to inspect records.....	382
Section XIX—Right of defendants to select customers and bargain.....	383

Section XX—Section III, Section IV subdivision (a) Section V and Section X, applicable only to features released after August 3, 1941.....	383
Section XXI—Suspension of trial for 3 years.....	383
Section XXII—Arbitration system.....	384
Section XXIII—Retention of jurisdiction.....	388

B. Rules of Arbitration

Section I—Initiation of arbitration.....	391
Section II—Qualifications of arbitrators.....	391
Section III—Appointment of arbitrators.....	393
Section IV—Removal of arbitrator and filling of vacancy.....	394
Section V—Hearings.....	395
Section VI—Procedure at hearings.....	395
Section VII—Closing and reopening the proceeding.....	396
Section VIII—Defaults and withdrawals.....	396
Section IX—Powers of arbitrators.....	397
Section X—Awards.....	397
Section XI—Arbitrator's fees.....	397
Section XII—Stenographic cost.....	398
Section XIII—Extensions of time.....	398
Section XIV—Notice of appeal.....	398
Section XV—Record on appeal.....	399
Section XVI—Proceedings on appeal.....	399
Section XVII—Decision and opinion of the Appeal Board.....	400
Section XVIII—Proceedings subsequent to decision of Appeal Board.....	401
Section XIX—Extension of time.....	401
Section XX—Submission of other controversies.....	402
Section XXI—Access to records.....	402
Section XXII—Definitions.....	402

V—Government's Digests of Decisions and Awards Under the Consent Decree

A. Appeal Board Decisions

Exhibit No.	Decision No.	Defendants Involved	
1	10	Loew	
		Warner	403
1	12	Paramount	
		Loew	
		RKO	
		Warner	404
		Fox	
1	18	Fox	
		RKO	
		Warner	404

X

V—Government's Digests of Decisions—Continued
A. Appeal Board Decisions—Continued

Exhibit No.	Decision No.	Defendants Involved	Page
2	24	Paramount Loew Warner RKO Fox	406
2	27	Paramount Loew RKO Warner	407
2	35	Paramount RKO Warner	408
2	40	Paramount Loew RKO Warner	410
3	52	Paramount Loew RKO Warner	412
3	58	Paramount Loew RKO Warner	413
3	65	Paramount Loew RKO Warner	414
3	67	Paramount Loew RKO Warner	416
3	68	Paramount Loew RKO Warner	417
3	70	Paramount Loew RKO Warner	418
3	71	Paramount Loew RKO Warner	420
3	72	Paramount Loew RKO Warner	423
4	85	Paramount Loew RKO Warner	426
4	87	Paramount Loew RKO Warner	428

XI

V—Government's Digests of Decisions—Continued A. Appeal Board Decisions—Continued

Exhibit No.	Decision No.	Defendants involved	Page
291	109	Fox Paramount RKO Warner Loew	431
292	111	Fox Warner Paramount	432 433

B. Arbitration Awards

Exhibit No.	Decision No.	Defendants involved	Page
293	14-1FH-42	Loew Warner RKO Paramount	433
294	14-4FH-41	Fox Loew Paramount RKO Warner	437
295	1-18D-41	Paramount Loew RKO Fox Warner	438
297	28-1H-42	Warner Loew Paramount Fox RKO	443
298	7-4F-41	Loew Fox RKO Warner Paramount	444

Unreasonable Clearance: Ex. 1, Dec. Nos. 10, 12, 18; Ex. 2, Dec. Nos. 27, 40; Ex. 3, Dec. Nos. 52, 53, 65, 67, 68, 72; Ex. 4, Dec. Nos. 85, 87; Ex. 291, Dec. No. 109; Ex. 292, Dec. No. 111; Ex. 293, Award No. 14-1FH-42; Ex. 294, Award No. 14-4FH-21; Ex. 295, Award No. 1-18D-41; Ex. 298, Award No. 7-1F-41.

Preference to Affiliated Theatres: Ex. 1, Dec. Nos. 10, 12, 18; Ex. 2, Dec. Nos. 24, 27; Ex. 3, Dec. Nos. 52, 68; Ex. 4, Dec. No. 85; Ex. 292, Dec. No. 111; Ex. 293, Award No. 14-1FH-42; Ex. 295, Award No. 1-18D-41; Ex. 298, Award No. 7-4F-41.

Playing Time Manipulation: Ex. 1, Dec. No. 10; Ex. 292, Dec. No. 111; Ex. 294, Award No. 14-4FH-41.

Unwritten Clearance: Ex. 1, Dec. Nos. 12, 18; Ex. 291, Dec. No. 109.

Circuit Theatre Preferences: Ex. 2, Dec. Nos. 27, 35, 40; Ex. 3, Dec. Nos. 58, 65, 67, 70, 72; Ex. 4, Dec. No. 87; Ex. 291, Dec. No. 109; Ex. 297, Award No. 28-1H-42.

XII

V—Government's Digests of Decisions—Continued

B. Arbitration Awards—Continued

Page

Run Difficulties of Independents: Ex. 2, Dec. Nos. 24, 35, 40; Ex. 3, Dec. Nos. 58, 65, 67, 70, 72; Ex. 4, Dec. No. 87; Ex. 291, Dec. No. 109; Ex. 292, Dec. No. 111; Ex. 293, Award No. 14-1FH-42; Ex. 295, Award No. 1-18D-41; Ex. 297, Award No. 28-1H-42; Ex. 298, Award No. 7-4F-41.

Ineffectiveness of Consent Decree: Ex. 2, Dec. Nos. 24, 27; Ex. 3, Dec. Nos. 52, 58, 65, 71, 72; Ex. 291, Dec. No. 109; Ex. 292, Dec. No. 111; Ex. 293, Award No. 14-1FH-42; Ex. 295, Award No. 1-18D-41.

Prints: Ex. 3, Dec. No. 52.

Compelling Exhibitor to Buy for All Theatres: Ex. 3, Dec. No. 71.

Admission Prices: Ex. 3, Dec. No. 70; Ex. 298, Award No. 7-4F-41.

Miscellaneous Monopoly Practices: Ex. 1, Dec. No. 12; Ex. 2, Dec. Nos. 24, 27; Ex. 3, Dec. No. 72; Ex. 4, Dec. No. 87; Ex. 292, Dec. No. 111; Ex. 294, Award No. 14-4FH-41; Ex. 295, Award No. 1-18D-41; Ex. 297, Award No. 28-1H-42; Ex. 298, Award No. 7-4F-41.

VI—Corporate Structure of Each Defendant:

A. Columbia.....	446
B. Fox.....	446
C. Loew.....	451
D. Paramount.....	452
E. RKO.....	460
F. Warner.....	461
G. United Artists.....	462
H. Universal.....	462

APPENDIX TO BRIEF FOR UNITED STATES

I—FILM LICENSES

A. *Excerpts From Printed Forms of License of Each Distributor-Defendant for the 1943-44 Season*

1. COLUMBIA (Ex. 286, R. 274):

(a) Admission Price Provisions

Minimum admission price: Matinee—Adult
Children; evening—Adult Children

Admission prices

Twentieth: The Exhibitor warrants, represents and agrees that the admission prices listed in the Schedule are the usual prices charged by Exhibitor and that during the whole of the licensed exhibition period of the motion pictures exhibited hereunder, Exhibitor shall charge not less than the prices listed in said Schedule. Exhibitor acknowledges that said prices specified in the Schedule are the prices normally and usually charged under Exhibitor's regular operating policy for admission to said theatre and that, induced thereby, Distributor has agreed to the license fees set forth in the Schedule. If during any such period less than said admission prices listed in the Schedule is charged, the Distributor, in addition to all other rights and remedies hereunder, and at law and in equity shall have the right (a) to immediately terminate the license of the motion picture then being exhibited, by written notice to such effect to the Exhibitor and upon the giving of such notice, the license of such motion picture shall forthwith terminate and revert to the Distributor; or (b) if any of the pictures exhibited at such lesser admission price are licensed hereunder upon a percentage of the gross receipts, to require the payment by Exhibitor out of such gross receipts of the equivalent amount payable to Distributor had the aforesaid Admission price set forth in the Schedule been charged; and/or provided the Exhibitor is granted herein a period

of "Clearance" to reduce such period by not to exceed one-half ($\frac{1}{2}$) in respect to each of the motion pictures thereafter deliverable hereunder; or (c) provided no period of "Clearance" is specified in the Schedule, to withhold for a period not to exceed sixty (60) days, notice of the date when each motion picture thereafter deliverable hereunder will be available for exhibition by the Exhibitor; and as to each motion picture the "run" thereof, if any, granted the Exhibitor, shall be deemed revoked and the Exhibitor agrees to exhibit each such motion picture after notice of the available date thereof upon the date or dates determined as provided in Clause Sixth hereof.

(b) Run and Clearance Provisions

Run: If the Exhibitor is granted hereunder a second or subsequent "run," the Distributor shall have the right in its sole discretion to grant the Exhibitor in respect to any of the motion pictures herein embraced, a "run" prior to such second or subsequent "run" by giving notice in writing to such effect to the Exhibitor and the Exhibitor agrees to exhibit any such motion picture in accordance therewith.

Clearance and run

Seventh: The Distributor agrees not to exhibit or grant a license to exhibit any of said motion pictures for exhibition in conflict with the "run" or prior to the expiration of the "clearance period" if any in the Schedule specified at any theatre therein named or within the territorial limits therein specified. Such period of clearance as to each of said motion pictures shall be computed from the last date of the exhibition thereof licensed hereunder. If clearance is granted against a named theatre or theatres indicating that it is the intention of the Distributor to grant such clearance against all theatres in the immediate vicinity of the Exhibitor's theatre then unless otherwise provided in the Schedule, such clearance shall include any theatre in such vicinity thereafter erected or opened.

Advertising prior to first run

Ninth: (a) If the Exhibitor is granted a subsequent run of the said motion pictures, the Exhibitor shall not

advertise any thereof by any means of advertising prior to or during the exhibition of any one of said motion pictures by any other exhibitor having the right to a prior run thereof. Nothing in this Clause shall be deemed to prohibit the Exhibitor from advertising generally all of said motion pictures as a group, but such general advertising shall not refer to any one of said motion pictures during its exhibition by any other exhibitor having the first or immediately prior run thereof, excepting as herein provided.

(b) The Exhibitor shall not advertise by any means of advertising any of said motion pictures which may be roadshown by the Distributor and not excepted and excluded from this license, until after the completion of such roadshowing in the United States, and then only as permitted in paragraph (a) of this Clause.

(c) For a breach of the provisions of this Clause the Distributor shall have in addition to all other rights the right to exclude from this license any motion picture advertised in violation of the provisions hereof by written notice to such effect mailed to the Exhibitor and upon the mailing of such notice the license of such motion picture shall terminate and revert to the Distributor, but without prejudice to any and all rights Distributor may have against Exhibitor on account of such breach.

• • •

First run exhibitions

FIFTEENTH: (a) If the Exhibitor is granted a first run of the said motion pictures, the Exhibitor shall exhibit each of the feature motion pictures excepting those described in Paragraph (d) of this Clause within the period beginning with the date scheduled and announced by the Distributor for the general release of each feature motion picture in the territory wherein is located the exchange of the Distributor out of which the Exhibitor is served and ending one hundred and twenty (120) days thereafter, notwithstanding any provision of Clause Sixth hereof to the contrary. If the first exhibition, date of any of the said motion pictures shall occur on a date later than ninety (90) days after its scheduled and announced general release date, then the period of clearance of such motion picture shall be reduced so as to expire one hundred and

twenty (120) days after said scheduled date of its general release. If the Exhibitor is granted a first run of the said motion pictures and the Exhibitor fails to exhibit any feature motion picture within said period of one hundred and twenty (120) days, the grant of the said first run and the clearance period in respect thereof shall be deemed waived by the Exhibitor and the license fee as to such feature motion picture shall thereupon forthwith become due and payable to the Distributor, with the right to the Exhibitor to exhibit such feature motion picture as hereinafter in Paragraph (e) of this Clause provided.

Second run exhibitions

(b) If the Exhibitor is granted a second run of the said motion pictures and any other exhibitor having been granted the first run thereof immediately prior to such second run fails to exhibit any of the feature motion pictures, excepting those described in Paragraph (d) of this Clause within the said period of one hundred and twenty (120) days specified in Paragraph (a) of this Clause, the Exhibitor shall exhibit each such feature motion picture within the period beginning with the date of the expiration of the said one hundred and twenty (120) days period and ending fourteen (14) days thereafter, notwithstanding any provision of Clause Sixth hereof to the contrary. If the Exhibitor is granted a second run of the said motion pictures and the Exhibitor fails to exhibit any feature motion picture within said fourteen (14) days period the grant of such second run and the clearance period if any in respect thereof shall be deemed waived by the Exhibitor and the license fee as to such feature motion picture shall thereupon forthwith become due and payable to the Distributor with the right to the Exhibitor to exhibit such feature motion picture as hereinafter in Paragraph (e) of this Clause provided.

Subsequent runs exhibitions

(c) If the Exhibitor is granted a run subsequent to a second run of the said motion pictures and any other Exhibitor having been granted the second run thereof immediately prior to such subsequent run fails to exhibit any of the feature motion pictures, excepting those described in Paragraph (d) of this Clause within the said

period of fourteen (14) days specified in Paragraph (b) of this Clause the Exhibitor shall exhibit each feature motion picture within the period beginning with the date of the expiration of the said fourteen-day period and ending seven (7) days thereafter, notwithstanding any provision of Clause Sixth hereof to the contrary. If the Exhibitor is granted a run subsequent to a second run of the said motion pictures and the Exhibitor fails to exhibit any feature motion picture within said seven (7) day period, the grant of such subsequent run and the clearance period if any in respect thereof shall be deemed waived by the Exhibitor and the license fee as to such feature motion picture shall thereupon forthwith become due and payable to the Distributor with the right to the Exhibitor to exhibit such feature motion picture as hereinafter in Paragraph (e) of this Clause provided.

Extended runs

(d) Any of the motion pictures which shall have been exhibited at any theatre in the said territory for more than one show week prior to the run granted the Exhibitor shall be excepted from the provisions of this Clause and of Paragraph (b) of Clause Fourth.

Exhibition after revocation of run and clearance

(e) Upon the waiver of the grant of the run and/or the clearance period of any feature motion picture as provided in Paragraphs (a), (b), or (c) of this Clause, the Exhibitor upon payment of the sum or sums payable hereunder as provided in this Clause for the license to exhibit such feature motion picture, shall have the right to exhibit the same hereunder upon a date or dates not in conflict with any run and/or clearance period granted or hereafter granted to other exhibitors, upon written request mailed or delivered to the Distributor within sixty (60) days after the last date upon which such feature motion picture should have been exhibited by the Exhibitor as provided in this Clause. Failing to make such request within said period of sixty (60) days the license to exhibit such feature motion picture granted hereunder shall terminate and revert to the Distributor.

2. Fox (Ex. 276 R. 273):

(a) Admission Price Provisions

Admission prices

The Exhibitor during the whole of the licensed exhibition period of each of the licensed pictures exhibited hereunder shall charge for admission per person to said theatre the following prices: Evenings—Adults, Orchestra

Balcony; Children, Orchestra Balcony
; Matinees—Adults, Orchestra Balcony
; Children, Orchestra Balcony

If during any such period less than said admission price is charged, the Distributor in addition to all other rights hereunder shall have the right: (a) to terminate the license of the picture then being exhibited, by written notice to such effect to the Exhibitor and upon the giving of such notice, the license of such picture shall forthwith terminate and revert to the distributor; or (b) provided the Exhibitor is granted herein a period of "clearance" to reduce such period by not to exceed one-half in respect to each of the licensed pictures thereafter deliverable hereunder; or (c) provided no period of clearance is specified in the Schedule to withhold, for a period not to exceed sixty (60) days notice of the date when each picture thereafter deliverable hereunder will be available for exhibition by the Exhibitor; and as to each such picture the "run" thereof, if any, granted the Exhibitor, shall be deemed revoked and the Exhibitor agrees to exhibit each such picture after notice of the available date thereof upon the date or dates determined as provided in paragraph 7 hereof; if Distributor does not elect to terminate the license of the picture then being exhibited, as provided in subdivision (a) of this paragraph, the Exhibitor shall account for all admissions to said theatre during the exhibition of such picture on the basis of the admission prices hereinabove stipulated.

(b) Run and Clearance Provisions

Exhibition arrangement

Clearance—Run

The license herein granted for the number of days specified in the Schedule shall not include the right of exhibition at any time previous to dawn of the first

licensed and booked date of exhibition without securing express written permission hereunder.

Notwithstanding the maximum number of days of exhibition herein specified, or of any right hereunder to exhibit at any one or more of two or more theatres named herein, the license herein granted is expressly limited to the right to exhibit each licensed picture at only the theatre and on the respective date or dates of exhibition which shall be designated, selected, or otherwise agreed upon, and confirmed by Distributor in writing for such theatre; and said license shall not include any right of exhibition (a) at any other time or place of exhibition, (b) by means of any print other than that furnished to Exhibitor by Distributor for the express purpose of exhibition upon the play dates so licensed and confirmed in writing for the designated theatre, nor (c) at any time prior to 8:00 A. M. of the first play date so licensed and confirmed unless exhibition prior to such hours is expressly permitted in advance thereof by Distributor in writing.

. . .

8. Clearance and run: The Distributor agrees not to exhibit or license the exhibition of any of said licensed pictures in conflict with the run or prior to the expiration of the clearance period, if any, specified in the Schedule at any theatre therein named or within the territorial limits therein specified. Such period of clearance as to each of said licensed pictures shall be computed from the last date of the exhibition thereof herein licensed.

. . .

10. Advertising prior to first run: (a) If the Exhibitor is granted a subsequent run of the said licensed pictures the Exhibitor shall not advertise any thereof prior to or during the exhibition of such picture by any other exhibitor having the right to a prior run thereof.

(b) The Exhibitor shall not advertise any of said licensed pictures which may be road-shown by the Distributor, until after the completion of such road-showing in the United States.

(c) For a breach of the provisions of this paragraph the Distributor shall have, in addition to all other rights, the right to exclude from this license any licensed picture advertised in violation of the provisions hereof by written

notice to such effect mailed to the Exhibitor and upon the mailing of such notice the license of such motion picture shall terminate and revert to the Distributor.

3. LOEW'S (Ex. 278, R. 273):

(a) Admission Price Provisions

Net admission prices per person (excluding admission taxes): Children under 12, Matinee, Orchestra..... Balcony..... Evening (Commencing — P. M.) Orchestra..... Balcony..... Adults and Children of 12 and over, Matinee, Orchestra..... Balcony..... Evening (Commencing — P. M.) Orchestra..... Balcony.....

* * *

13th: Admission Prices. A main consideration for the grant of this license is that Exhibitor warrants and agrees as follows: that during the entire engagement of each said pictures not less than the respective prices shown in the Schedule shall be charged for admission, and if without Distributor's prior written consent any of such respective prices are reduced during the engagement of any of said pictures Distributor may forthwith change or modify the run, availability and/or clearance herein provided for; that with respect to each participating picture Exhibitor shall account to Distributor on the basis of the respective admission prices shown in the Schedule for each person admitted to the theatre at each performance, except for a customary and reasonable number of free admissions to bona fide representatives of the press and/or in consideration of theatre advertising (provided that if at any performance any of the prices of admission are greater than as shown in the Schedule Exhibitor shall account on the basis of such larger amounts); and that during the engagement of any participating picture any of the admission prices shown in the Schedule are reduced without Distributor's prior written consent or upon failure or refusal of Exhibitor to account on the basis herein provided with respect to any one or more of the participating pictures, Distributor may forthwith either (1) change or modify the availability and/or clearance herein provided for, or (2) terminate the license herein granted as to all pictures not theretofore exhibited hereunder, or (3) terminate the license herein granted and any other exhibition

contract(s) between the parties hereto, as to all feature pictures not theretofore exhibited thereunder. In the event of such termination Distributor may thereupon declare such violation a breach of the entire contract, or contracts, so terminated as to all feature pictures not theretofore exhibited and/or paid for, entitling Distributor to recover as damages therefor the amount payable as license fees in respect of all feature pictures not theretofore exhibited and/or paid for pursuant to the provisions of the contract so terminated. Such rights shall be in addition and without prejudice to any and all other rights and remedies granted Distributor in this agreement and to any and all other rights and remedies of Distributor at law or equity.

Employment or use of cut-rate tickets or coupons or any other method of a substantially similar nature—including as example but without limitation two-for-one tickets or scrip tickets—which lowers the price of admission during the exhibition of any of the pictures licensed hereunder to said theatre to any patron or patrons below any of the respective minimum admission prices provided for hereunder shall constitute a reduction in admission price violative of this Article, entitling Distributor to exercise any or all of the rights herein granted.

(b) Run and Clearance Provisions

10th: Clearance and Run. During the life of this contract Distributor agrees not to exhibit or license the exhibition of any of said pictures in conflict with the "run" or to the expiration of the clearance period, if any, in the Schedule specified, but it is agreed that any violation hereof shall not affect this contract except as to the particular picture to which such violation has occurred, and that the damage which may be claimed by Exhibitor shall not exceed the amount of the license fee herein provided for such picture or if such picture has been contracted for, or is designated by Distributor, to be exhibited on guarantee against percentage, shall not exceed the amount of such guarantee, or if straight percentage, shall not exceed an amount to be determined as provided in "Liquidated Damages", and that such claim for damage shall be the sole and exclusive remedy of Exhibitor on account of such violation. In any arbitration involving a claim by Exhibitor under this Article any award in favor of Exhibitor shall be

limited as above provided. Unless otherwise provided herein the clearance period as to each picture shall be computed from the last date of exhibition thereof licensed hereunder. If clearance is granted hereunder against a specified theatre or theatres indicating it was Distributor's intention to grant such clearance against all theatres in the immediate vicinity of Exhibitor's theatre, then unless otherwise provided in the Schedule such clearance shall be deemed to apply to and include any theatre hereafter opened in such vicinity.

4. PARAMOUNT (Ex. 280, R. 273):

(a) Admission Price Provisions

Admission prices

The Exhibitor agrees to charge minimum admission prices per person to said theatre on the respective exhibition dates thereof of the motion pictures licensed hereunder as follows: Evenings (After 6 P. M.): Adults, Orchestra Balcony Children, Orchestra Balcony; Matinees (Before 6 P. M.): Adults, Orchestra Balcony Children, Orchestra Balcony

If during any such period less than said admission prices is charged, the Distributor in addition to all other rights hereunder shall have the right: (a) To immediately terminate the license of the motion picture then being exhibited and/or of all the remaining motion pictures not theretofore exhibited hereunder, by written notice to such effect to the Exhibitor and upon the giving of such notice, the license of such motion pictures shall forthwith terminate and revert to the Distributor and the Distributor may, at its option, declare such failure or refusal a breach of the entire contract entitling the Distributor to recover from the Exhibitor as damages therefor the license fees payable in respect of all motion pictures not theretofore exhibited hereunder; or (b) Forthwith to revoke the run, availability and clearance, if any, herein provided for and to fix the run, availability and clearance applicable to each motion picture thereafter deliverable hereunder, and the Exhibitor agrees to exhibit each such motion picture in accordance with the run, availability and clearance so fixed; and (c) If the license fee of any such motion picture is to be computed either in whole or in part upon a

percentage of the gross admission receipts of said theatre, then the Exhibitor shall account to the Distributor for all admissions to said theatre during the exhibition of such motion picture upon the basis of the said admission prices specified above. The Exhibitor shall not be entitled hereunder to any change in the run, availability or clearance, if any, herein provided for, by reason of any increase in admission prices at said theatre after the signing of this application by the Exhibitor.

It is expressly understood and agreed that the above minimum admission prices are exclusive of any State, Federal, or local taxes which now are or may be imposed upon admission to the theatre or theatres licensed hereunder.

(b) Run and Clearance Provisions

If the Exhibitor is granted hereunder a second or subsequent run, the same shall not be exclusive unless otherwise specified in this Schedule, and the Distributor shall have the right to license as many of the same runs and as many prior and subsequent runs as it may desire. If so required by the Distributor, the Exhibitor shall exhibit any motion picture licensed hereunder for an earlier run than herein provided.

Clearance and run—Seventh. (a) Subject to the provisions of paragraph (b) of this Article, the Distributor agrees not to exhibit or grant a license to exhibit any of said motion pictures for exhibition in conflict with the run or prior to the expiration of the clearance period, if any, in the Schedule specified at any theatre therein named or within the territorial limits therein specified. Such period of clearance as to each of said motion pictures shall be computed from the last date of the exhibition thereof licensed hereunder, disregarding any "road show," "try-out" or "preview," or special "midnight" exhibition. If clearance is granted against a named theatre or theatres indicating that it is the intention of the Distributor to grant such clearance against all theatres in the immediate vicinity of the Exhibitor's theatre then unless otherwise provided in the Schedule, such clearance shall include any theatre in such vicinity thereafter erected or opened.

(b) The Distributor shall have the right to exhibit or grant a license to exhibit any of said motion pictures as a

"road show," "try-out" or "preview" or special "midnight" exhibition at any time prior to the exhibition thereof hereunder. Any such "road show," "try-out" or "preview" or special "midnight" exhibition shall not be deemed a run of said motion picture, nor shall the run, availability or clearance provided herein with respect to said motion picture to be governed thereby.

Advertising prior to run—Eighth. (a) The Exhibitor shall not advertise by any means of advertising any of said motion pictures if road shown by the Distributor until after the completion of such road showing in the United States.

(b) If the Exhibitor is granted a second or subsequent run of said motion pictures the Exhibitor shall not advertise any thereof by any means of advertising prior to or during the exhibition of any one of said motion pictures by any other exhibitor having the right to a prior run thereof in the same city, town, or zone.

(c) For a breach of the provisions of this Article the Distributor shall have in addition to all other rights the right to exclude from this license any motion picture advertised in violation of the provisions hereof by written notice of such effect mailed to the Exhibitor and upon the mailing of such notice the license of said motion picture shall terminate and revert to the Distributor.

5. RKO (Ex. 282, R. 274):

(a) Admission Price Provisions

Admission prices

During the entire period while any picture licensed hereunder is being exhibited at the theatre, the Exhibitor shall charge the following prices per person for admission to said theatre, which prices shall be exclusive of any tax upon such admission.

Matinee: Adults, orchestra.....balcony.....; children, orchestra.....balcony..... Evening: Adults, orchestra.....balcony.....; children, orchestra.....balcony.....

Unless a greater admission price is specified above, the Exhibitor will charge an admission of not less than 15¢ exclusive of any tax for adults at evening performances and not less than 10¢ exclusive of any tax at all other performances.

If during the exhibition of any picture hereunder, the Exhibitor should charge lower admission prices than those hereinbefore specified, the Distributor, in addition to all other rights hereunder shall have the right (a) to immediately terminate the license for the picture then being exhibited by giving written notice to that effect to the Exhibitor, and upon giving such notice the license for such picture shall thereupon terminate forthwith and revert to the Distributor; or (b) to reduce by not more than one-half any clearance period granted herein to the Exhibitor in respect of each picture thereafter deliverable hereunder; or (c) if no clearance is granted herein, then to withhold for not more than sixty (60) days the availability notice to the Exhibitor in respect of all pictures thereafter deliverable hereunder, and as to each such picture the "run" thereof, if any, granted the Exhibitor, shall be deemed revoked and the Exhibitor agrees to exhibit each such picture after notice of the availability thereof upon the date or dates determined as provided in Article Ninth hereof.

(b) Run and Clearance Provisions

Clearance and run

Fourth. If the Exhibitor is granted a specific run or clearance of the pictures hereunder and is not in default hereunder, the Distributor will not license the exhibition of any such picture in conflict with the run or prior to the expiration of any clearance period so granted the Exhibitor.

Continued runs

Sixth. If any run herein granted is other than a first run, the Distributor shall have the right without incurring any liability to the Exhibitor to license any of the pictures hereunder for a "continued first run exhibition." A "continued first run exhibition" is defined to mean a run commencing immediately after the end of the initial first run and before any other run, and with admission prices not lower than those charged at the initial first run. The availability to the Exhibitor of any picture so exhibited for a continued first run shall be deferred for a period equal to the number of days that such picture shall have been so exhibited.

Prior runs

Seventh. If the run herein granted is other than a first run, the Distributor may request that any of the pictures be exhibited by the Exhibitor as a prior run and the Exhibitor agrees to comply with such request.

6. WARNER (Ex. 284, R. 274):

(a) Admission Price Provisions

Schedule of minimum admission prices

Admission prices. The Exhibitor during the whole of the licensed exhibition period of the pictures exhibited hereunder agrees to and shall charge for admission to said theatre as a minimum the following prices: (See Article Eighteenth, Page One.)

Adults: Evening, Adm. Price	.....	Tax	.....	Total
Adm.	Matinee,	Adm. Price	.....	Tax
.....	Total Adm.	Adults (U. S. Service Uni-		
form): Evening, Adm. Price	.....	Tax	.....	Total
Adm.	Matinee, Adm. Price	.....	Tax	.....
Total Adm.	Children: Evening, Adm. Price	.....	
Tax	.....	Total Adm.	Matinee, Adm. Price	.....
Tax	.....	Total Adm.		

* * *

Admission prices

Eighteenth. Throughout the exhibition period of each picture Exhibitor shall charge for admission to said theatre as a minimum, the prices specified in the Schedule and unless a greater minimum is therein specified the minimum shall not be less than fifteen cents (15¢) for each adult person for each matinee and evening performance. If during any such period less than such minimum admission is charged, Distributor, in addition to all other rights of Distributor hereunder in the event of a breach, may at its option by written notice to Exhibitor, either terminate this license in its entirety or with respect to the picture then being exhibited.

(b) Run and Clearance Provisions

Clearance and run

Eighth. Distributor agrees not to exhibit or grant a license to exhibit any picture in conflict with the "run" or

prior to the expiration of the "clearance period," if any, in the schedule specified for any theatre therein named or within the territorial limits therein defined. The period of clearance as to each picture shall be computed from its last date of exhibition and unless otherwise provided in the Schedule shall cover any theatre thereafter erected or opened in the immediate vicinity of Exhibitor's theatre.

Advertising prior to first run

Ninth. If Exhibitor is licensed a subsequent run of said pictures Exhibitor shall not advertise any of them in any way before the completion of all prior run exhibitions other than by the general advertising of them as a group without referring to any one of them. Distributor may, in addition to all other rights of Distributor in the event of a breach, exclude from this license any picture advertised in violation of this paragraph by written notice to such effect mailed to Exhibitor.

7. UNITED ARTISTS (Ex. 288, R. 274):

(a) Admission Price Provisions

Exhibitor warrants he Charges Minimum Admission:
(After 5 P. M.—Adults Children) Matinee.
Adults Children

(b) Run and Clearance Provisions

Clearance and run

Eleventh. (a) Provided the Exhibitor is not in default hereunder the Distributor agrees to observe the Clearance specified in the schedule hereof.

(b) If the Exhibitor is granted hereunder a second or subsequent run, the Distributor shall have the right in its sole discretion to advance the Exhibitor's run, and the Exhibitor agrees to exhibit any motion picture the run of which is thus advanced in accordance therewith, even though the Exhibitor's run thus becomes a first run and there are no runs prior thereto.

Advertising prior to first run

Twelfth. If the Exhibitor is granted hereunder a second or subsequent run, the Exhibitor agrees not to advertise any picture to be delivered hereunder except by means of advertisements inside the said theatre not in-

tended for removal therefrom by the public, prior to the exhibition of any such picture by any other exhibitor having the right to the first or prior run thereof. In the event of any violation of this clause the Exhibitor agrees to pay to the Distributor a sum equal to the damage, if any, so caused such other Exhibitor, and the Distributor may, at its option, terminate the license granted hereunder for that picture to be delivered by the Distributor. The Distributor, however, shall not be liable for any breach of the provisions of this article by any other exhibitor.

8. UNIVERSAL (EX. 290, R. 274):

(a) Admission Price Provisions

Admission prices

The Exhibitor during the whole of the licensed exhibition period of each of the motion pictures exhibited hereunder agrees to and shall charge for admission to said theatre not less than the following prices:

Matinees: Adults, orchestra.....loges.....balcony

..... Children, orchestra.....loges.....balcony....

Evening: Adults, orchestra.....loges.....balcony

..... Children, orchestra.....loges.....balcony.....

If during any such period less than said admission prices is charged, the Distributor in addition to all other rights hereunder shall have the right: (a) immediately to terminate the license of the motion picture then being exhibited, by written notice to such effect to the Exhibitor and upon the giving of such notice, the license of such motion picture shall forthwith terminate and revert to the Distributor; or (b) provided the Exhibitor is granted herein a period of "clearance" to reduce such period by not to exceed one-half in respect to each of the motion pictures thereafter deliverable hereunder; or (c) provided no period of clearance is specified in the Schedule, to withhold for a period not to exceed sixty (60) days notice of the date when each motion picture thereafter deliverable hereunder will be available for exhibition by the Exhibitor; and as to each such motion picture the "run" thereof, if any, granted the Exhibitor, shall be deemed revoked and the Exhibitor agrees to exhibit each such motion picture after notice of the available date thereof upon the date or dates determined as provided in Clause Sixth hereof. If the Distributor does not elect to

terminate the license of the motion picture then being exhibited, as provided in subdivision (a) of this paragraph, the Exhibitor shall account for all admissions to the said theatre during the exhibit of such motion picture on the basis of the respective admission prices above stipulated for each person admitted to the said theatre, at each performance of said motion picture, provided that if at any such performance any of the prices of admission are greater than the respective amounts above set forth, the Exhibitor shall account to the Distributor on the basis of such larger amounts. The Distributor shall also have the right to suspend all further deliveries of motion pictures to the Exhibitor until such scale of admission prices at the said theatre shall have been restored to at least the amounts above specified. The use of "two for ones", service passes or similar devices shall be construed as a reduction in admission.

(b) Run and Clearance Provisions

■ Clearance and run

Seventh: The Distributor agrees not to exhibit or grant a license to exhibit any of said motion pictures for exhibition in conflict with the "run" or prior to the expiration of the "clearance period" if any in the Schedule specified at any theatre therein named or within the territorial limits therein specified. Such period of clearance as to each of said motion pictures shall be computed from the last date of the exhibition thereof licensed hereunder. If clearance is granted against a named theatre or theatres indicating that it is the intention of the Distributor to grant such a clearance against all theatres in the immediate vicinity of the Exhibitor's theatre then unless otherwise provided in the Schedule, such clearance shall include any theatre in such vicinity thereafter erected or opened.

Advertising prior to first run

Ninth: (a) If the Exhibitor is granted a subsequent run of any of the said motion pictures, the Exhibitor shall not advertise any thereof by any means of advertising, prior to or during the exhibition thereof by any exhibitor having the right to prior run thereof.

(b) Nothing herein contained shall be deemed to prohibit the Exhibitor from advertising generally all of the feature motion pictures licensed for exhibition by the Exhibitor as a group, but such general advertising shall not refer to any one of said motion pictures at any time prior to its exhibition by any other exhibitor having first or immediately prior run thereof, excepting as hereinabove provided.

(c) The Exhibitor shall not advertise by any means of advertising any of said motion pictures which may be roadshown by the Distributor and not excepted and excluded from this license, until after the completion of such roadshowing in the United States, and then only as permitted in paragraph (a) of this Clause.

(d) For a breach of the provisions of this Clause the Distributor shall have in addition to all other rights the right to exclude from this license any motion picture advertised in violation of the provisions hereof by written notice to such effect mailed to the Exhibitor and upon the mailing of such notice the license of such motion picture shall terminate and revert to the Distributor.

B. Evolution of the Printed License Form

In the following pages the evolution of the printed form of license, as evidenced by the agreements introduced by the defendant Paramount, is shown with respect to (1) the initial licensing clause, (2) the run and clearance provisions, (3) the minimum admission price provisions, and (4) the provisions relating to auditing the exhibitor's receipts. The applicable provisions relating to each of these headings appearing in each of these forms is hereinafter set forth with the form's exhibit number and year in which it was used.

1. Initial Sentence Describing Form of License

(a)

Ex. P-5, 1917 (R. 916).

First. The Distributor agrees that it will, during the year commencing on or about the 5th day of August 1917, release motion pictures, in which shall enact the leading role; and it hereby gives and grants to the Exhibitor the license to exhibit one copy of each of said

films, at the above named theatres only, for successive days, and the Exhibitor agrees to pay for such license the sum of Dollars, per picture, such payments to be made as follows:

(b)

Ex. P-7, 1923 (R. 926)

First. The Distributor hereby grants to the Exhibitor, and the latter accepts, a license under copyright, subject to the terms and conditions hereinafter stated, to exhibit, during the year commencing 1920 only at the above named theatre, for the number of successive days hereinafter specified, each of the copyrighted photoplays identified under the production numbers and titles specified in the schedule below, the titles being subject to change by the Distributor at any time.

(c)

Ex. P-8, 1926 (R. 927)

The Distributor hereby grants to the Exhibitor, and the latter accepts, a license under the respective copyrights of the several photoplays designated and described in the Schedule herein, subject to the terms and conditions hereinafter stated to exhibit (during the year commencing with the date fixed or determined as hereinafter provided for the exhibition in the above named theatre of the first photoplay deliverable hereunder) each of such photoplays at the said theatre only, for the number of successive days in the said schedule specified.

(d)

Ex. P-12, 1928-9 (R. 943)

License—First. (a) The Distributor hereby grants to the Exhibitor, and the latter accepts, a license under the respective copyrights of the several photoplays designated and described in the Schedule herein subject to the terms and conditions hereinafter stated to exhibit (during the period of one year commencing with the date fixed or determined as hereinafter provided for the exhibition in the theatre hereinafter designated of the first photoplay deliverable hereunder, unless otherwise in the Schedule pro-

vided) each of such photoplays at the said theatre only for the number of successive days in the said Schedule provided.

(e)

Ex. P-11, 1935 (R. 931)

License—First. The Distributor grants the Exhibitor and the Exhibitor accepts, a limited license under respective copyrights of the motion pictures designated and described in the Schedule hereof and under the copyright of any matter included in any sound recorded therewith, to exhibit publicly said motion pictures and to reproduce for public performances such recorded sound in synchronism therewith, but only at the said theatre for the number of consecutive days specified in the Schedule and for no other use or purpose; provided that the reproducing equipment in the said theatre will operate reliably and efficiently to reproduce such recorded sound with adequate volume and high quality; and provided further that if copyrighted musical compositions are included in such recorded sound, the Exhibitor will have at the date or dates of the exhibition of each of such motion pictures a license from the copyright proprietor thereof or from any licensee of such copyright proprietor to perform publicly the said copyrighted musical compositions.

(f)

Ex. P-14, 1941 (R. 1867)

License—First. The Distributor grants the Exhibitor and the Exhibitor accepts, a limited license under respective copyrights of the motion pictures (heretofore trademarked in accordance with Section III of the Consent Decree dated November 20, 1940, entered in the District Court of the United States for the Southern District of New York in an action entitled "*United States of America v. Paramount Pictures, Inc., et al.*") specified in the Schedule hereof and under the copyright of any matter included in any sound recorded therewith, to exhibit publicly said motion pictures and to reproduce for public performances such recorded sound in synchronism therewith, but only at the said theatre, for the number of consecutive days specified in the Schedule and for no other use or purpose; provided that the reproducing equipment in the

said theatre will operate reliably and efficiently to reproduce such recorded sound with adequate volume and high quality; and provided further that if copyrighted musical compositions are included in such recorded sound, the Exhibitor will have at the date or dates of the exhibition of such motion pictures a license from the copyright proprietor thereof or from any licensee of such copyright proprietor to perform publicly the said copyrighted musical compositions.

(g)

Ex. P-15, 1942 (R. 1868)

License—First. The Distributor grants the Exhibitor and the Exhibitor accepts, a limited license under respective copyrights of the motion pictures specified in the Schedule hereof and under the copyright of any matter included in any sound recorded therewith, to exhibit publicly said motion pictures and to reproduce for public performance such recorded sound in synchronism therewith, but only at the said theatre for the number of consecutive days specified in the Schedule and for no other use or purpose; provided that the reproducing equipment in the said theatre will operate reliably and efficiently to reproduce such recorded sound with adequate volume and high quality; and provided further that if copyrighted musical compositions are included in such recorded sound, the Exhibitor will have at the date or dates of the exhibition of such motion pictures a license from the copyright proprietor thereof or from any licensee of such copyright proprietor to perform publicly the said copyrighted musical compositions.

(h)

Ex. P-16, 1944 (R. 1868)

Same as Ex. P-15 (1942).

(i)

Ex. P-1, 1945 (R. 683)

License—First. Distributor grants Exhibitor, and Exhibitor accepts, a limited license under copyright of the motion pictures specified in the Schedule hereof and of any matter recorded therewith, to exhibit publicly said

motion pictures and to reproduce the recorded sound in synchronism therewith at the said theatre for the number of days specified in the Schedule; on condition that, if copyrighted musical compositions are included in such recorded sound, Exhibitor will have at the date or dates of exhibition of such motion pictures a license from the copyright proprietor or the licensee thereof, to perform publicly the said musical compositions.

2. Run and Clearance Provisions

(a)

Ex. P-5, 1917 (R. 916)

There were no printed run and clearance provisions in the 1917 form. The 1917 license in evidence, Ex. P-5, contains the following typewritten provision:

For the protection of the applicant no productions supplied under this contract shall be shown in any other theatre in the Back Bay Section for a period of two weeks after the Exeter St. Theatre, with the exception of the St. James Theatre, which can play these productions on the same day and date with the Exeter St. Theatre.

(b)

Ex. P-6, 1918 (R. 917)

In the 1918 application, Ex. P-6, the following statement appears:

It is understood that for the protection of the applicant, you will not supply any production included in said service for exhibition (within the period of days immediately succeeding the last day of exhibition of the same production by the applicant) in any other theatre within the following described territory:

(c)

Ex. P-7, 1923 (R. 926)

Tenth. During the life of this agreement the Distributor agrees not to authorize or license the exhibition of any of the photoplays above specified in violation of any protection or "run" clause contained in this contract.

The only other reference to run or clearance is the column heading in the schedule, "Consecutive Days Run".

(d)

Ex. R-8, 1926 (R. 927)

Run:

Protection Period. The Distributor agrees that during the period of days immediately succeeding the expiration of the period for which the said photoplay is licensed hereunder, the Distributor will not exhibit or permit the exhibition of said photoplay within the following described territory:

In addition to the provisions of Article "Fourteenth" hereof, the Exhibitor agrees not to advertise or announce in front of the theatre above named or in the lobby thereof or on the screen or by newspaper or by any other medium of advertising whatsoever, the exhibition of said photoplay until the theatre, or theatres named below shall have completed its or their exhibitions thereof:

...

Seventh. During the life of this contract the Distributor agrees not to authorize or license the exhibition of any such photoplays in violation of the "run" or "protection," period, if any, in the schedule specified. Unless otherwise provided herein such "protection" shall be computed from the first date of exhibition of each photoplay as fixed herein.

(e)

Ex. P-12, 1928 (R. 943)

Run:

Protection Period:

Protection and Run—Fourth. During the life of this contract the Distributor agrees not to exhibit or license the exhibition of any such photoplays in conflict with the "run" or "protection period," if any, in the Schedule specified. Unless otherwise provided herein, such "protection period" shall be computed from the last date of exhibition of each photoplay as fixed herein. If "protection" is granted hereunder against a specified theatre or theatres which "protection" shall indicate that it was the intention of the Distributor to grant such "protection" against all of the theatres in the immediate neighborhood or vicinity of the Exhibitor's theatre, then, unless otherwise provided in the Schedule, such "protection" shall be deemed to ap-

ply to and include any theatre that may hereafter be opened in such neighborhood or vicinity.

(f)

Ex. P-11, 1935 (R. 931)

Run:

Clearance:

Clearance and Run—Seventh. The Distributor agrees not to exhibit or grant a license to exhibit any of said motion pictures for exhibition in conflict with the "run" or prior to the expiration of the "clearance period" if any in the Schedule specified at any theatre therein named or within the territorial limits therein specified. Such period of clearance as to each of said motion pictures shall be computed from the last date of the exhibition thereof licensed hereunder. If clearance is granted against a named theatre or theatres indicating that it is the intention of the Distributor to grant such clearance against all theatres in the immediate vicinity of the Exhibitor's theatre then unless otherwise provided in the Schedule, such clearance shall include any theatre in such vicinity thereafter erected or opened.

Advertising Prior to First Run—Eighth. (a) If the Exhibitor is granted a subsequent run of the said motion pictures, the Exhibitor shall not advertise any thereof by any means of advertising prior to or during the exhibition of any one of said motion pictures by any other Exhibitor having the right to a prior run thereof. Nothing in this Clause shall be deemed to prohibit the Exhibitor from advertising generally all of said motion pictures as a group but such general advertising shall not refer to any one of said motion pictures during its exhibition by any other exhibitor having the first or immediately prior run thereof, excepting as herein provided.

(b) The Exhibitor shall not advertise by any means of advertising any of said motion pictures which may be road-shown by the Distributor and not excepted and excluded from this license, until after the completion of such road-showing in the United States, and then only as permitted in paragraph (a) of this Clause.

(c) For a breach of the provisions of this Clause the Distributor shall have in addition to all other rights, the right to exclude from this license any motion picture ad-

vertised in violation of the provisions hereof by written notice to such effect mailed to the Exhibitor and upon the mailing of such notice the license of such motion picture shall terminate and revert to the Distributor, unless arbitration is herein provided for and immediately upon the receipt of any such notice of exclusion the Exhibitor by written notice given to the Distributor shall deny breaching any of the provisions of this Clause, in which case the question of fact raised by such denial shall be determined by arbitration.

First Run Exhibitions—Fifteenth. (a) If the Exhibitor is granted a first run of the said motion pictures, the Exhibitor shall exhibit each of the feature motion pictures excepting those described in Paragraph (d) of this Clause within the period beginning with the date scheduled and announced by the Distributor for the general release of each feature motion picture in the territory wherein is located the exchange of the Distributor out of which the Exhibitor is served and ending one hundred and twenty (120) days thereafter, notwithstanding any provision of Clause Sixth hereof to the contrary. If the first exhibition date of any of the said motion pictures shall occur on a date later than ninety (90) days after its scheduled and announced general release date, then the period of clearance of such motion picture shall be reduced so as to expire one hundred and twenty (120) days after said scheduled date of its general release. If the Exhibitor is granted a first run of the said motion pictures and the Exhibitor fails to exhibit any feature motion picture within said period of one hundred and twenty (120) days, the grant of the said first run and the clearance period in respect thereof shall be deemed waived by the Exhibitor and the license fee as to such feature motion picture shall thereupon forthwith become due and payable to the Distributor, with the right to the Exhibitor to exhibit such feature motion picture as hereinafter in Paragraph (e) of this Clause provided.

Second Run Exhibitions. (b) If the Exhibitor is granted a second run of the said motion pictures and any other exhibitor having been granted the first run thereof immediately prior to such second run fails to exhibit any of the feature motion pictures, excepting those described in Paragraph (d) of this Clause within the said period of one

hundred and twenty (120) days specified in Paragraph (a) of this Clause, the Exhibitor shall exhibit each such feature motion picture within the period beginning with the date of the expiration of the said one hundred and twenty (120) days period and ending fourteen (14) days thereafter, notwithstanding any provision of Clause Sixth hereof to the contrary. If the Exhibitor is granted a second run of the said motion pictures and the Exhibitor fails to exhibit any feature motion picture within said fourteen (14) days period the grant of such second run and the clearance period if any in respect thereof shall be deemed waived by the Exhibitor and the license fee as to such feature motion picture shall thereupon forthwith become due and payable to the Distributor with the right to the Exhibitor to exhibit such feature motion picture as hereinafter in Paragraph (e) of this Clause provided.

Subsequent Runs Exhibitions. (c) If the Exhibitor is granted a run subsequent to a second run of the said motion pictures and any other Exhibitor having been granted the second run thereof immediately prior to such subsequent run fails to exhibit any of the feature motion pictures excepting those described in Paragraph (d) of this Clause within the said period of fourteen (14) days specified in Paragraph (b) of this Clause the Exhibitor shall exhibit each feature motion picture within the period beginning with the date of the expiration of the said fourteen day period and ending seven (7) days thereafter, notwithstanding any provision of Clause Sixth hereof to the contrary. If the Exhibitor is granted a run subsequent to a second run of the said motion pictures and the Exhibitor fails to exhibit any feature motion picture within said seven (7) day period, the grant of such subsequent run and the clearance period if any in respect thereof shall be deemed waived by the Exhibitor and the license fee as to such feature motion picture shall thereupon forthwith become due and payable to the Distributor with the right to the Exhibitor to exhibit such feature motion picture as hereinafter in this Clause provided.

Extended Runs. (d) Any of the motion pictures which shall have been exhibited at any theatre in the said territory for more than one show week prior to the run granted the Exhibitor shall be excepted from the provisions of this Clause and of Paragraph (b) of Clause Fourth.

Exhibition After Revocation of Run and Clearance.

(e) Upon the waiver of the grant of the run and/or the clearance period of any feature motion picture as provided in Paragraphs (a), (b) or (c) of this Clause, the Exhibitor upon payment of the sum or sums payable hereunder as provided in this Clause for the license to exhibit such feature motion picture, shall have the right to exhibit the same hereunder upon a date or dates not in conflict with any run and/or clearance period granted or hereafter granted to other exhibitors, upon written request mailed or delivered to the Distributor within sixty (60) days after the last date upon which such feature motion picture should have been exhibited by the Exhibitor as provided in this Clause. Failing to make such request within said period of sixty (60) days the license to exhibit such feature motion picture granted hereunder shall terminate and revert to the Distributor.

If the provisions of this Clause shall in anywise be in conflict with the provisions of any other license agreement made and entered into by the Distributor with any other exhibitor prior to September 1, 1935, the provisions of this Clause shall be deemed to be subordinate and subject to the provisions of such other license agreement.

(g)

Ex. P-14, 1941 (R. 1867)

Run:

Clearance:

If the Exhibitor is granted hereunder a second or subsequent run, the same shall not be exclusive unless otherwise specified in this Schedule; and the Distributor shall have the right to license as many of the same runs and as many prior and subsequent runs as it may desire. If so required by the Distributor, the Exhibitor shall exhibit any motion picture licensed hereunder for an earlier run than herein provided.

Clearance and Run—Seventh. (a) Subject to the provisions of paragraph (b) of this Article, the Distributor agrees not to exhibit or grant a license to exhibit any of said motion pictures for exhibition in conflict with the run or prior to the expiration of the clearance period if any

in the Schedule specified at any theatre therein named or within the territorial limits therein specified: Such period of clearance as to each of said motion pictures shall be computed from the last date of the exhibition thereof licensed hereunder, disregarding any "road-show," "try-outs" or "preview," or special "midnight" exhibition. If clearance is granted against a named theatre or theatres indicating that it is the intention of the Distributor to grant such clearance against all theatres in the immediate vicinity of the Exhibitor's theatre then unless otherwise provided in the Schedule, such clearance shall include any theatre in such vicinity thereafter erected or opened.

(b) The Distributor shall have the right to exhibit or grant a license to exhibit any of said motion pictures as a "road-show," "try-out" or "preview" or special "midnight" exhibition at any time prior to the exhibition thereof hereunder. Any such "road-show," "try-out" or "preview" or special "midnight" exhibition shall not be deemed a run of such motion picture, nor shall the run, availability or clearance provided herein with respect to such motion picture be governed thereby.

Advertising Prior to Run—Eighth. (a) The Exhibitor shall not advertise by any means of advertising any of said motion pictures which may be roadshown by the Distributor until after the completion of such roadshowing in the United States.

(b) If the Exhibitor is granted a second or subsequent run of the said motion pictures, the Exhibitor shall not advertise any thereof by any means of advertising prior to or during the exhibition of any one of said motion pictures by any other exhibitor having the right to a prior run thereof in the same city, town or zone.

(c) For a breach of the provisions of this Article the Distributor shall have in addition to all other rights the right to exclude from this license any motion picture advertised in violation of the provisions hereof by written notice to such effect mailed to the Exhibitor and upon the mailing of such notice the license of such motion picture shall terminate and revert to the Distributor.

(h)

Ex. P-15, 1942 (R. 1862)—Same as Ex. P-14 (1941)

(i)

Ex. P-16, 1944 (R. 1868)—Same as Ex. P-14 (1941) and P-15 (1942)

(j)

Ex. P-7, 1945 (R. 683)

Run:

Clearance:

• • •

Clearance and Run—EIGHTH. (a) Subject to the provisions of paragraph (b) of this Article, Distributor agrees not to exhibit or grant a license to exhibit any of said motion pictures for exhibition in conflict with the run or clearance, if any, specified in the Schedule. Clearance as to each of said motion pictures shall be computed from the last date of exhibition thereof licensed hereunder. If clearance is granted against all theatres in the immediate vicinity of Exhibitor's theatre, then unless otherwise provided in the Schedule, such clearance shall include theatres in such vicinity thereafter erected or opened.

(b) Distributor shall have the right to exhibit or grant a license to exhibit any of said motion pictures as a "roadshow," "try-out" or "preview" or special "midnight" exhibition at any time prior to the exhibition thereof hereunder. Any such exhibition shall not be deemed a run of said motion picture, nor shall the run, availability or clearance provided herein with respect to said motion picture be governed thereby or computed therefrom.

(c) If Exhibitor is granted a second or subsequent run, the same shall not be exclusive unless so expressly specified in the Schedule and Distributor may license as many of the same runs and as many prior and subsequent runs as it may desire. If Distributor so requires, Exhibitor shall exhibit any motion picture licensed hereunder for an earlier run than herein provided.

Advertising prior to run—Ninth. (a) Exhibitor shall not advertise by any means any of said motion pictures if roadshown by Distributor, until after completion of such roadshowing in the United States.

(b) If Exhibitor is granted a second or subsequent run of said motion pictures Exhibitor shall not advertise any thereof by any means, prior to or during the exhibition of

any of said motion pictures by any other exhibitor having the right to a prior run thereof in the same city, town or zone.

(c) Distributor shall have in addition to all other rights and remedies the right to exclude from this license any motion picture advertised in violation of the provisions hereof, by mailing written notice to Exhibitor and upon such mailing the license of said motion picture shall terminate and revert to Distributor.

3. Admission Price Provisions

(a)

Ex. P-5, 1917 (R. 916)

Contains no provision respecting admission prices.

(b)

Ex. P-6, 1918 (R. 917)

Application contains a representation which reads as follows:

Applicant agrees to charge following admission prices for "Paramount Pictures":

Minimum.....\$

Maximum.....\$

(c)

Ex. P-7, 1923 (R. 926)

Second: The Exhibitor shall charge an actual minimum admission fee of cents at said theatre on the dates when said photoplays shall be exhibited thereat.

(d)

Ex. P-8, 1926 (R. 927)

The Exhibitor agrees to charge the following minimum prices for admission to said theatre during entire period of exhibition of said photoplay:

Matinee: Adults, Boxes.....	Orch.....	Balcony.....
..... Children, Boxes.....	Orch.....	Balcony.....
Evening: Adults, Boxes.....	Orch.....	Balcony.....
..... Children, Boxes.....	Orch.....	Balcony.....

Any free list of the theatre shall be suspended during the exhibition of the said photoplay hereunder, and no passes or reduced or gratuitous admission shall be allowed unless expressly and specifically provided for in this contract.

If the Exhibitor charges less than the admission prices herein stipulated, the Exhibitor shall account for all admission to the said theatre during the exhibition of such photoplay on the basis of the prices hereinabove stipulated.

Seventeenth. The Exhibitor warrants and agrees that during the period each of the photoplays herein provided for shall be exhibited in said theatre the Exhibitor will charge for admission to said theatre an actual admission fee which shall not be less than ten cents, unless a greater admission charge is herein elsewhere specified for each exhibition and that such photoplays shall not be exhibited unless such admission fee is charged.

(e)

Ex. B-12, 1928 (R. 943)

The Exhibitor agrees to charge minimum admission prices to said theatre on the respective exhibition dates thereof of the photoplays licensed hereunder as follows:

Evenings: Adults, Orchestra	Balcony
Children, Orchestra	Balcony
Matinees: Adults, Orchestra	Balcony
Children, Orchestra	Balcony

Minimum Admission Charge—Twelfth. The Exhibitor warrants and agrees that during the period each of the photoplays herein provided for shall be exhibited in said theatre the Exhibitor will charge for admission to said theatre an actual admission fee which shall not be less than ten cents, unless a greater minimum admission charge is herein elsewhere specified, for each exhibition and that such photoplays shall not be exhibited unless such admission fee is charged.

(f)

Ex. P-11, 1935 (R. 931)

The Exhibitor agrees to charge minimum admission prices per person to said theatre on the respective exhibition dates thereof of the motion pictures licensed hereunder as follows:

Evenings (after 6 P. M.): Adults, Orchestra
 Balcony Children, Orchestra Balcony
 Matinees (before 6 P. M.): Adults, Orchestra
 Balcony Children, Orchestra Balcony

If during any such period less than said admission prices is charged, the Distributor in addition to all other rights hereunder shall have the right: (a) to immediately terminate the license of the motion picture then being exhibited and/or of all the remaining motion pictures not theretofore exhibited hereunder, by written notice to such effect to the Exhibitor and upon the giving of such notice, the license of such motion picture and/or motion pictures shall forthwith terminate and revert to the Distributor and the Distributor may, at its option, declare such failure or refusal a breach of the entire contract entitling the Distributor to recover from the Exhibitor as damages therefor the license fees payable in respect of all motion pictures not theretofore exhibited hereunder; or (b) provided the exhibitor is granted herein a period of "clearance" to reduce such period by not to exceed one-half in respect to each of the motion pictures thereafter deliverable hereunder; or (c) provided no period of "clearance" is specified in the Schedule to withhold for a period not to exceed sixty (60) days notice of the date when each motion picture thereafter deliverable hereunder will be available for exhibition by the Exhibitor; and as to each such motion picture the "run" thereof, if any, granted the Exhibitor, shall be deemed revoked and the Exhibitor agrees to exhibit each such motion picture after notice of the available date thereof upon the date or dates determined as provided in Clause Sixth hereof; and (d) if the license fee of any such motion picture is to be computed either in whole or in part upon a percentage of the gross admission receipts of said theatre, then the Exhibitor shall account to the Distributor for all admissions to said

theatre during the exhibition of such motion picture upon the basis of the said admission prices specified above.

Roadshows—Seventeenth. (a) The Distributor shall have the right to exhibit and/or cause to be exhibited as a "roadshow," at any time prior to the exhibition thereof hereunder, such of the motion pictures licensed hereunder as the Distributor may from time to time select and determine, provided, however, that such roadshow exhibitions shall be at theatres at which admission prices for evening performances, during such exhibitions thereof, of not less than one (\$1) dollar shall be charged for the majority of the orchestra seats, and further provided that, except in the cities of New York and Los Angeles, not more than two of such motion pictures shall be so roadshown.

(b) If and when any such roadshow exhibition shall be in the City of New York and/or the City of Los Angeles, and if the Exhibitor's theatre is situated in the territory then served by the Distributor's exchange or exchanges located in New York or in Los Angeles, as the case may be, the Distributor shall have the right to except and exclude from this license not to exceed two of such motion pictures so roadshown in each or both of said territories, upon sending to the Exhibitor written notice to such effect not later than four (4) weeks after the commencement of such roadshow exhibition and provided that the Distributor shall by like notice except and exclude such motion picture from all other license agreements containing this Clause and licensing the exhibition of such motion picture in such territory. The exception and exclusion of any such motion picture in the territory then served by the Distributor's exchange or exchanges located in the City of Los Angeles, or in the City of New York, as the case may be, shall not be deemed to require the Distributor to except and exclude the same motion picture in both of said territories.

(g)

Ex. P-14, 1941 (R. 1867)

The Exhibitor agrees to charge minimum admission prices per person to said theatre on the respective exhi-

bition dates thereat of the motion pictures licensed hereunder as follows:

Evenings (After 6 P. M.): Adults, Orchestra Balcony Children, Orchestra Balcony
 Matinees (Before 6 P. M.): Adults, Orchestra Balcony Children, Orchestra Balcony

If during any such period less than said admission prices is charged; the Distributor in addition to all other rights hereunder shall have the right: (a) to immediately terminate the license of the motion picture then being exhibited and of all the remaining motion pictures not theretofore exhibited hereunder, by written notice to such effect to the Exhibitor and upon the giving of such notice, the license of such motion pictures shall forthwith terminate and revert to the Distributor and the Distributor may, at its option, declare such failure or refusal a breach of the entire contract entitling the Distributor to recover from the Exhibitor as damages therefor the license fees payable in respect of all motion pictures not theretofore exhibited hereunder; or (b) forthwith to revoke the run, availability and clearance, if any, herein provided for and to fix the run, availability and clearance applicable to each motion picture thereafter deliverable hereunder, and the Exhibitor agrees to exhibit each such motion picture in accordance with the run, availability and clearance so fixed; and (c) if the license fee of any such motion picture is to be computed either in whole or in part upon a percentage of the gross admission receipts of said theatre, then the Exhibitor shall account to the Distributor for all admissions to said theatre during the exhibition of such motion picture upon the basis of the said admission prices specified above. The Exhibitor shall not be entitled hereunder to any change in the run, availability or clearance, if any, herein provided for by reason of any increase in admission prices at said theatre after the signing of this application by the Exhibitor.

It is expressly understood and agreed that the above minimum admission prices are exclusive of any State, Federal or local taxes which now are or may be imposed upon admission to the theatre or theatres licensed hereunder.

(h)

Ex. P-15, 1942 (R. 1868)

Same as Ex. P-14 (1935).

(i)

Ex. P-16, 1944 (R. 1868)

Same as Ex. P-14 (1935) and Ex. P-15 (1942).

(j)

Ex. P-1, 1945 (R. 683)

The minimum admission prices per person (excluding federal, state or local taxes) to said theatre on the respective exhibition dates of the motion pictures licensed hereunder shall be as follows:

Evenings (After 6 P. M.): Adults, Orchestra.....
 Balcony..... Children, Orchestra..... Balcony.....
 Matinees (Before 6 P. M.): Adults, Orchestra.....
 Balcony..... Children, Orchestra..... Balcony.....

If the license fee of any such motion picture is to be computed in whole or in part upon a percentage of the gross receipts of said theatre and if Exhibitor charges less than said minimum admission prices, Exhibitor shall nevertheless account to Distributor for admissions to said theatre during the exhibition of such motion picture upon the basis of the minimum admission prices above provided.

If Exhibitor charges less than said minimum admission prices, Distributor may forthwith revoke the run, availability and clearance, if any, herein provided for and fix the run, availability and clearance applicable to each motion picture hereunder, and Exhibitor agrees to exhibit each such motion picture in accordance with the run, availability and clearance so fixed. Exhibitor shall not be entitled to any change in the run, availability or clearance, if any, herein provided for because of any increase in admission prices at said theatre after the signing of this application by Exhibitor.

4. Provisions For Auditing Exhibitor's Receipts

(a)

Ex. P-5, 1917 (R. 916)

Contained no such provision.

(b)

Ex. P-7, 1923 (R. 926)

Sixteenth. If this contract calls for payments computed upon the Exhibitor's gross receipts, the Exhibitor shall furnish to the Distributor daily a correct itemized statement of the gross receipts of said theatre for admission thereto upon the play dates of said photoplays, upon forms supplied by the Distributor should the latter so demand; and the Distributor shall have access at all reasonable times for the purpose of inspection to the box office and to all books and records relating to the Exhibitor's box office receipts during the period of exhibition of said photoplays.

(c)

Ex. P-8, 1926 (R. 927)

Fifth. If this contract calls for payment or any part thereof computed upon the Exhibitor's gross receipts the Exhibitor shall furnish to the Distributor daily a correct itemized statement of the gross receipts of said theatre for admission thereto upon the exhibition date or dates of each photoplay for which payment is so required to be made. Should the Distributor so require, such itemized statement shall be made upon forms furnished by the Distributor.

The Distributor shall have access during the period of exhibition of each such photoplay and for a period of sixty (60) days after the receipt by the Distributor of the final box office statement, for the purpose of inspection, to the box office and to all books and records relating to the Exhibitor's box office receipts during the period of exhibition of each such photoplay.

Payment or any part thereof computed upon the Exhibitor's box office receipts shall be made daily during the

exhibition of the print of each photoplay for which payment is so required to be made.

(d).

Ex. P-12, 1928 (R. 943)

Percentage Bookings. If this contract calls for payment or any part thereof computed upon the Exhibitor's gross receipts, such payment or any part thereof shall be made daily, together with a correct itemized statement of the gross receipts of said theatre for admission thereto upon the exhibition date or dates of each photoplay for which payment is so required to be made. Should the Distributor so require, such itemized statement shall be made upon forms furnished by the Distributor. Upon such date or dates an authorized representative of the Distributor is hereby given the right to verify the sale of all tickets of admission to said theatre, and the receipts therefrom; and for such purpose shall have access to the theatre, including the box office, and also the right to examine the Exhibitor's books and records insofar as they relate to such gross receipts. The Distributor, or its authorized representative, shall also have access for a period of sixty (60) days after the receipt by the Distributor of the final box office statement, to all of the Exhibitor's books and records for the purpose of verifying such box office statement. The Distributor agrees that any information obtained by it pursuant to the provisions of this Clause will be treated as confidential, except in any arbitration proceeding or litigation in respect of this contract. The Distributor agrees, unless such representative be a regular employee of the Distributor, not to employ, as such representative any person a resident of, or regularly employed in the place where the Exhibitor's theatre is located, excepting with the consent of the Exhibitor.

(e)

Ex. P-11, 1935 (R. 931)

(b) Percentage Bookings. If the rental of any of such motion pictures is to be determined either in whole or in part upon the admission receipts of said theatre or any part thereof, the Exhibitor agrees to pay such rental immediately after the last exhibition upon the last date of

the exhibition of each such motion picture or if requested by the Distributor at the end of each day's exhibition. In each such case the Exhibitor shall deliver to the Distributor immediately after the last exhibition upon each date of exhibition of each such motion picture a correct itemized statement of the gross receipts of said theatre for admission thereto upon each such date. Such statement shall be signed by the Exhibitor or the Manager or Treasurer of said theatre and the Cashier thereof and shall include a statement of such facts and figures as may be provided in the Schedule to be furnished by the Exhibitor, and if requested by the Distributor, shall be made upon forms furnished by the Distributor. Upon the exhibition date or dates of each motion picture an authorized representative of the Distributor is hereby given the right to verify the sale of all tickets of admission to said theatre, and the receipts therefrom; and for such purpose shall have access to the theatre, including the box office, and also the right to examine all relevant entries relating to such gross receipts in all the Exhibitor's books and records, and if hereunder it is provided that the Exhibitor make certain expenditures and/or deductions, to examine all entries relating to such expenditures and/or deductions. Such right of access and examination of the Exhibitor's books and records limited as aforesaid, shall continue for a period of four (4) months after the receipt by the Distributor of each such statement. The Distributor agrees, unless such representative is in the continuous employ of the Distributor or employed as a checker, not to employ as a representative for such purpose any person a resident of or employed in the place where the said theatre is located, other than a person engaged in business as an accountant. The Distributor agrees that any information obtained pursuant to the provisions of this clause will be treated as confidential, excepting in any arbitration proceeding or litigation in respect to this license.

(c) Liquidated Damages—Percentage Bookings. If the Exhibitor fails or refuses to exhibit any of said motion pictures as herein provided and the rental or any part thereof is to be computed in whole or in part upon a percentage of the admission receipts of said theatre, the Exhibitor shall pay the Distributor as liquidated damages for each day the Exhibitor fails or refuses to exhibit such motion pictures, in addition to any fixed sums payable

hereunder in respect of such motion picture; a sum equal to such percentage of the average daily gross receipts of such theatre on each date any feature motion picture distributed by the Distributor was exhibited thereat during the period of ninety (90) days prior to the date or dates when said motion picture should have been so exhibited hereunder, or if no feature motion picture distributed by the Distributor was exhibited at such theatre during said ninety day period, then a sum equal to such percentage of the average daily gross receipts of such theatre during the period of thirty operating days immediately prior to the date or dates when such motion pictures should have been exhibited, or prior to the date of such failure or refusal to exhibit any of said motion pictures; provided that if the Exhibitor shall exhibit such motion pictures for less than the full number of days provided for in the Schedule, for each day less than said full number of days, the sum equal to such percentage shall be computed upon a sum equal to sixty-five (65%) of the gross receipts of said theatre during the last day of the exhibition thereat of such motion picture. A sworn statement of the said daily gross receipts shall be delivered by the Exhibitor to the Distributor upon demand therefor.

(f)

Ex. P-14, 1941 (R. 1867)

(b) Percentage Bookings. If the license fee for any of such motion pictures is to be determined either in whole or in part upon the admission receipts of said theatre, or any part thereof, the Exhibitor agrees to pay such license fee immediately after the last exhibition upon the last date of the exhibition of each such motion picture, or if requested by the Distributor, at the end of each day's exhibition. In each such case the Exhibitor shall deliver to the Distributor immediately after the last exhibition upon each date of exhibition of each such motion picture a correct itemized statement of the gross receipts of said theatre for admission thereto upon each such date. Such statement shall be signed by the Exhibitor or the Manager or Treasurer of said theatre and the Cashier thereof and shall include a statement of such facts and figures as may be provided in the Schedule to be furnished by the Exhibitor, and if requested by the Distributor, shall be made

upon forms furnished by the Distributor. Upon the exhibition date or dates of each motion picture an authorized representative of the Distributor is hereby given the right to verify the sale of all tickets of admission to said theatre, and the receipts therefrom; and for such purpose shall have access to the theatre, including the box office, and also the right to examine all relevant entries relating to such gross receipts in all the Exhibitor's books and records, and if hereunder it is provided that the Exhibitor make certain expenditures or deductions, to examine all entries relating to such expenditures or deductions. It is further agreed that if the Exhibitor's operating expense is an element in the computation of the license fees payable to the Distributor hereunder, the right herein granted to the Distributor to audit the Exhibitor's books and records shall include the right to examine all of such books and records relating to the Exhibitor's operating expenses. Such right of access and examination of the Exhibitor's books and records limited as aforesaid, shall continue for a period of one (1) year after the receipt by the Distributor of each such statement. The Distributor agrees that any information obtained pursuant to the provisions of this paragraph will be treated as confidential, excepting in any arbitration proceedings or litigation in respect to this license. It is agreed that the acceptance by the Distributor of any sum tendered by the Exhibitor in full payment of any license fee payable hereunder, based upon a percentage of the admission receipts of said theatre, shall not estop or prevent the Distributor from thereafter disputing the correctness of such payment. It is further agreed that any and all sums of money accruing to the Distributor hereunder as its share of the gross receipts during the exhibition of any motion picture hereunder, shall be held by the Exhibitor in trust for the Distributor until payment thereof to the Distributor as hereinbefore provided.

(c) Liquidated Damages—Failure to Exhibit. If the Exhibitor shall fail or refuse to exhibit any of said motion pictures as provided herein, then and in such event, the Exhibitor shall pay as liquidated damages a sum equal to the fixed sum or sums herein specified as the license fee for each such motion picture, and if the license fee or any part thereof is to be computed in whole or in part upon a percentage of the admission receipts of said theatre,

the Exhibitor shall pay the Distributor as liquidated damages for each day the Exhibitor fails or refuses to exhibit such motion pictures, in addition to any fixed sums payable hereunder in respect of such motion pictures, a sum equal to such percentage of the average daily gross receipts of such theatre on each date any feature motion picture distributed by the Distributor was exhibited thereat during the period of ninety (90) days prior to the date or dates when said motion picture should have been so exhibited hereunder, or if no feature motion picture distributed by the Distributor was exhibited at such theatre during said ninety (90) day period, then a sum equal to such percentage of the average daily gross receipts of such theatre during the period of thirty (30) operating days immediately prior to the date or dates when such motion pictures should have been exhibited, or prior to the date of such failure or refusal to exhibit any of said motion pictures; provided that if the Exhibitor shall exhibit such motion pictures for less than the full number of days provided for in the Schedule, for each day less than said full number of days, the sum equal to such percentage shall be computed upon a sum equal to seventy-five (75%) percent, of the gross receipts of said theatre during the last day of the exhibition thereat of such motion picture. A sworn statement of the said daily gross receipts shall be delivered by the Exhibitor to the Distributor upon demand therefor.

(g)

Ex. P-15, 1942 (R. 1868)

(b) Percentage Bookings. If the license fee for any of such motion pictures is to be determined either in whole or in part upon the admission receipts of said theatre, or any part thereof, the Exhibitor agrees to pay such license fee immediately after the last exhibition upon the last date of the exhibition of each such motion picture, or if requested by the Distributor, at the end of each day's exhibition. In each such case the Exhibitor shall deliver to the Distributor immediately after the last exhibition upon each date of exhibition of each such motion picture a correct itemized statement of the gross receipts of said theatre for admission thereto upon each such date. Such statement shall be signed by the Exhibitor or the Manager

or Treasurer of said theatre and the Cashier thereof and shall include a statement of such facts and figures as may be provided in the Schedule to be furnished by the Exhibitor, and if requested by the Distributor, shall be made upon forms furnished by the Distributor. Upon the exhibition date or dates of each motion picture an authorized representative of the Distributor is hereby given the right to verify the sale of all tickets of admission to said theatre, and the receipts therefrom; and at any time after the conclusion of the engagement of each such motion picture, the Distributor's authorized representative shall have the right to audit all of the Exhibitor's books and records pertaining to the exhibition of such motion picture, the admissions to said theatre and the receipts therefrom; and for such purpose the Distributor's authorized representative shall have access to the theatre, including the box office, and also the right to examine all relevant entries relating to such gross receipts in all the Exhibitor's books and records, and if hereunder it is provided that the Exhibitor make certain expenditures or deductions, to examine all entries relating to such expenditures or deductions. It is further agreed that if the Exhibitor's operating expense is an element in the computation of the license fees payable to the Distributor hereunder, the right herein granted to the Distributor to audit the Exhibitor's books and records shall include the right to examine all of such books and records relating to the Exhibitor's operating expenses. In computing the Exhibitor's operating expenses, all income payable to the Exhibitor, such as amounts from renting or sub-renting space in the theatre building or for screen advertising in the theatre, etc., during the engagement of any motion picture licensed hereunder, the license fee for which is based in whole or in part upon a percentage of the admission receipts of said theatre, shall be deducted from the Exhibitor's operating expenses. The Distributor agrees that any information obtained pursuant to the provisions of this paragraph will be treated as confidential, excepting in any arbitration proceeding or litigation in respect to this license. It is agreed that the acceptance by the Distributor of any sum tendered by the Exhibitor in full payment of any license fee payable hereunder, based upon a percentage of the admission receipts of said theatre, shall

not estop or prevent the Distributor from thereafter disputing the correctness of such payment. It is further agreed that any and all sums of money accruing to the Distributor hereunder as its share of the gross receipts during the exhibition of any motion picture hereunder, shall be held by the Exhibitor in trust for the Distributor until payment thereof to the Distributor as hereinbefore provided.

(c) Liquidated Damages—Failure to Exhibit. If the Exhibitor shall fail or refuse to exhibit any of said motion pictures as provided herein, then and in such event, the Exhibitor shall pay as liquidated damages a sum equal to the fixed sum or sums herein specified as the license fee for each such motion picture, and if the license fee or any part thereof is to be computed in whole or in part upon a percentage of the admission receipts of said theatre, the Exhibitor shall pay the Distributor as liquidated damages for each day the Exhibitor fails or refuses to exhibit such motion picture, in addition to any fixed sums payable hereunder in respect of such motion picture, a sum equal to such percentage of the average daily gross receipts of such theatre on each date any feature motion picture distributed by the Distributor was exhibited thereat during the period of ninety (90) days prior to the date or dates when said motion picture should have been so exhibited hereunder, or if no feature motion picture distributed by the Distributor was exhibited at such theatre during said ninety (90) day period, then a sum equal to such percentage of the average daily gross receipts of such theatre during the period of thirty (30) operating days immediately prior to the date or dates when such motion picture should have been exhibited, or prior to the date of such failure or refusal to exhibit said motion picture; provided that if the Exhibitor shall exhibit said motion picture for less than the full number of days provided for in the Schedule, for each day less than said full number of days, the sum equal to such percentage shall be computed upon a sum equal to seventy-five (75%) percent of the gross receipts of said theatre during the last day of the exhibition thereat of said motion picture. A sworn statement of the said daily gross receipts shall be delivered by the Exhibitor to the Distributor upon demand therefor.

(h)

Ex. P-16, 1944 (R. 1868)

Same as Ex. P-15 (1942).

(i)

Ex. P-1, 1945 (R. 683)

(b). Percentage Bookings. If the license fee for any of said motion pictures is to be determined in whole or in part upon all or any part of the gross admission receipts (herein referred to as gross receipts) of said theatre, Exhibitor shall pay the percentage part of such license fee immediately after the last exhibition date of each such motion picture respectively, or if requested by Distributor, at the end of each day's exhibition. Exhibitor shall deliver to Distributor immediately after the last exhibition of each respective motion picture a correct itemized statement of the gross receipts of said theatre for each date of exhibition, upon forms furnished by the Distributor, signed by Exhibitor or the Manager or Treasurer and the Cashier of said theatre. The statement shall include such facts and figures as may be provided in the Schedule to be furnished by Exhibitor. Distributor is hereby given the right to verify, upon the exhibition date or dates of each motion picture, all admissions to said theatre, and the receipts therefrom; and at any time or times after the conclusion of the engagement of each motion picture Distributor shall have the right to audit all of Exhibitor's books, records and vouchers pertaining to the exhibition of such motion picture, the admissions to said theatre and the receipts therefrom, and pertaining to any expenditures or deductions provided hereunder to be made by Exhibitor, and if Exhibitor's operating expense is an element in computing the license fees payable hereunder, pertaining to such operating expenses. The right of verification and the right to audit may be exercised by Distributor through its authorized representatives. For said purposes Distributor and its authorized representatives shall have free access, on and after said exhibition dates, to the theatre, box office, ticket machines, tickets, stubs, books, records and vouchers. Distributor agrees that any information obtained pursuant to the provisions of this paragraph shall be treated as confidential excepting in any arbitration proceedings or litigation. Acceptance by Distributor of

any sum tendered by Exhibitor in full or part payment of any license fee based upon a percentage of the admission receipts of said theatre shall not estop or prevent Distributor from thereafter disputing the correctness of such payment.

(c) Liquidated Damages—Failure to Exhibit. If Exhibitor fails or refuses to exhibit any of said motion pictures as provided herein, Exhibitor shall pay as liquidated damages a sum equal to the fixed sum herein specified as the license fee for each such motion picture, and if the license fee is to be computed in whole or in part upon a percentage of the gross receipts of said theatre, Exhibitor shall pay Distributor as liquidated damages for each day Exhibitor fails or refuses to exhibit such motion picture, in addition to any fixed sums payable hereunder in respect of such motion picture, a sum equal to such percentage of the average daily gross receipts of such theatre on each date any feature motion picture distributed by Distributor was exhibited thereat during the period of ninety (90) days prior to the date or dates when said motion picture should have been so exhibited hereunder, or if no feature motion picture distributed by Distributor was exhibited at such theatre during said ninety (90) day period, then a sum equal to such percentage of the average daily gross receipts of such theatre during the period of thirty (30) operating days prior to the date or dates when such motion picture should have been exhibited. Upon demand therefor, Exhibitor shall deliver to Distributor a statement of said daily gross receipts, sworn by Exhibitor to be correct. If Exhibitor shall exhibit said motion picture for less than the full number of days provided for in the Schedule, for each day less than said full number of days, the sum equal to such percentage shall be computed upon a sum equal to seventy-five (75) percent of the gross receipts of said theatre during the last day of the exhibition thereat of said motion picture.

C. Examples of Licenses Used by Defendants in Dealing with Each Other

1. Paramount formula deal with Fox subsidiary, Evergreen Theatres Corporation (Ex. 241, R. 269).

Agreement made this 5th day of June 1944, by and between Paramount Film Distributing Corporation, herein-

after called the "Distributor," party of the first part, and Evergreen Theatres Corporation, as agent for the various motion picture exhibition companies affiliated or associated with said Evergreen Theatres Corporation and operating the various theatres listed in Schedule "A" annexed hereto, hereinafter called the "Exhibitor," party of the second part, witnesseth:

First. (a) Distributor, subject to the terms and conditions hereinafter specified, grants to the Exhibitor a license under the respective copyrights of the motion pictures (hereinafter called "photoplays") licensed hereunder, to exhibit in the theatres listed in the annexed Schedule "A," hereby made a part hereof, for the respective runs designated therein, the following photoplays.

Going My Way

The Exhibitor hereby accepts such license and agrees to fully and faithfully comply with all the terms and conditions hereof.

(b) It is the intention and agreement of the parties hereto that the license granted herein is for the exhibition of said photoplays in the theatres and on the runs specified in Schedule "A" for such playing time in each theatre as may be determined by the Exhibitor. Such license to the Exhibitor shall include, without limiting the generality of the foregoing the right to exhibit the said photoplays at Midnight Shows, preview (not "Studio" previews) and on repeat engagements. In further reference to said Midnight Shows, previews and repeat engagements, it is understood and agreed that such privilege shall be granted only in such cases where the exhibition of the photoplay will not interfere with the clearance or run granted to any other Exhibitor on such photoplay. In further reference to repeat engagements, such exhibition shall be permitted only as the last run in the zone or territory in which the particular theatre is situated, provided that such Photoplay has not been withdrawn from release nationally, and provided further that a serviceable print is available at the Exchange serving the theatres under this Agreement.

(c) The Distributor agrees to deliver to the Exhibitor prints of each of the photoplays licensed hereunder sufficient in number to enable the Exhibitor to exhibit each

such photoplay in each of the theatres listed in Schedule "A" on the form set forth in such Schedule, on the date or dates of exhibition selected by the Exhibitor; except in those situations which have the right to exhibit the photoplays upon national release date, the Distributor agrees to assign to the Exchange the number of prints presently being served to that exchange, and the Distributor agrees to make available at least the same number of prints that were served to the Exhibitor for such situations for the motion picture season 1940-1941.

(d) For the purpose of this agreement, a photoplay shall be deemed to have been "generally released" after it has been publicly exhibited in ten (10) or more situations throughout the United States at admission prices usually charged for admission to the theatres where so exhibited, excluding roadshows and preview exhibitions, if any.

Second. For the license herein granted, the Exhibitor agrees to pay license fees for each of such motion pictures, as follows:

If the total license fees (including all amounts payable hereunder by the Exhibitor after final computation hereinafter explained) paid to the Distributor for license for the exhibition of each such photoplay in the United States (including Honolulu) during the first eighteen (18) months following the "general release" of each such photoplay shall be:

1. in excess of \$1,250,000.00, the Exhibitor shall pay as a license fee for such photoplay 0.74778 percent of such total license fees;

2. equal to or in excess of \$500,000.00, but not in excess of \$1,250,000.00 the Exhibitor shall pay as a license fee for such photoplay 0.70115 percent of such total license fees;

3. less than \$500,000.00, the Exhibitor shall pay as a license fee for such photoplay 0.65431 percent of such total license fees.

Such license fee shall be computed and paid in the following manner:

(a) Within seven (7) days after the date of general release as fixed by the Distributor in the United States of each such photoplay licensed hereunder, the Distributor shall estimate the total license fee (including amounts

payable hereunder by the Exhibitor) expected to be paid to it for license for the exhibition of each such photoplay in the United States (including Honolulu) (hereinafter sometimes referred to as "first estimate"). The Exhibitor shall pay to the Distributor an amount equal to the proper percentage, as provided herein, of such estimated total license fees in equal weekly installments of One-Seventeenth ($\frac{1}{17}$) of such amount on the first business day of each consecutive week following the date of general release of each such photoplay, the first of which payments shall be made on the first business day of the second week of general release.

(b) During the sixteenth (16th) week following the date of general release of each such photoplay, the Distributor shall again estimate the total license fees (including amounts payable hereunder by the Exhibitor) expected to be paid to it for licenses for the exhibition of such photoplay in the United States (including Honolulu) (hereinafter sometimes referred to as "second estimate"). If the second estimate shall be greater than the first estimate, the Exhibitor shall pay simultaneously with the seventeenth (17th) installment payable hereunder, an amount representing the difference between the amount payable in accordance with the first estimate and the amount payable in accordance with the second estimate. If the second estimate shall be less than the first estimate, the Distributor shall forthwith refund to the Exhibitor such amount as shall represent the difference between the first and second estimate, or reduce the amount of the last installment, as the case may be.

(c) During the twentieth (20th) month following the date of general release of each such photoplay, the Distributor agrees to furnish the Exhibitor with a statement prepared by Price, Waterhouse and Company, its present auditor, or such public accounting firm as shall then be engaged by the Distributor for the preparation of its financial statements, which statement shall indicate the total license fees paid to the Distributor for licenses for the exhibition of each such photoplay in the United States (including Honolulu), and shall be certified by said Price, Waterhouse and Company, or its successor, to be correct (hereinafter sometimes referred to as "final computa-

tion"). Not later than thirty (30) days after such final computation the Exhibitor shall pay any additional sum required to be paid, or the Distributor shall refund to the Exhibitor any excess payment made by it, as the case may be in accordance with the aforesaid statement so rendered, so that the adjusted total payment made hereunder by the Exhibitor shall equal the proper percentage as provided herein of the said total license fees (including amount payable hereunder by the Exhibitor) as set forth in such final computation.

Third. The clearance and availability with respect to the theatres licensed hereunder shall be the same as are in effect at the date hereof unless otherwise noted on Schedule "A" attached hereto.

Fourth. Other terms and provisions of the license herein granted are set forth on Schedule "B" annexed hereto and made a part hereof, provided, however, that wherever the terms and provisions of said Schedule "B" are in conflict or inconsistent or at variance with the terms and provisions contained herein, then, and in such event, the provisions of this agreement shall govern and apply.

In witness whereof, the parties hereto have signed and sealed this agreement the day and year first above written.

(As Agent)
EVERGREEN THEATRES
CORPORATION.
 By ROY A. BROWN. (Sgd.)

PARAMOUNT FILM DIS-
TRIBUTING CORPORA-
TION.
 By D. GOODMAN. (Sgd.)

SEATTLE EXCHANGE

Schedule "A".—List of situations, theatres, and runs included in this agreement

Situation	Theatre	Run
Aberdeen, Wash.	D & R or Weir	1st.
	Weir	2nd.
Bellingham, Wash.	Mt. Baker	1st & M. O.
	or American	
	or Avalon	
	American	2nd.
	or Avalon	
Bremerton, Wash.	Admiral	1st & M. O.
	or Rialto	
	or Rex	
	Rex	2nd.
Everett, Wash.	Granada or Everett	1st.
	or Balboa	
	Granada or Everett	2nd.
	or Balboa	
Hoquiam, Wash.	7th Street	1st.
Olympia, Wash.	Liberty	1st.
Seattle, Wash.	5th Avenue	1st & M. O.
	and/or Paramount	
	and/or Orpheum	
	and/or Palomar	
	and/or Roosevelt	
	and/or Music Box	
	and/or Blue Mouse	
	and/or Music Hall	
	Coliseum or	2nd.
	Roosevelt	
Seattle, Wash.	Egyptian	1st sub., 3rd city.
	or Neptune	
Spokane, Wash.	State	1st & M. O.
	or Fox or Orpheum	
	Liberty	2nd.
Wenatchee, Wash.	Liberty or Rialto	1st.
	Rialto	2nd.

[Exhibit 241 includes eight additional contracts in the same form which merely cover additional films and are therefore not printed herein. The standard form attached to Ex. 241 is also omitted from printing.]

2. Franchise for Universal films in theatres of Paramount subsidiary, Interstate Circuit, Inc. (Ex. 261, R. 271).

Agreement Covering Universal Product Season 1941/42—1942/43—1943/44 Between Interstate Circuit, Inc.—Texas Consolidated Theatres, Inc., Dallas, Texas and Universal Film Exchanges, Inc., of New York, New York.

1. The following agreement is entered into between Interstate Circuit, Inc., Texas Consolidated Theatres, Inc., herewith called the Exhibitor and Universal Film Exchanges, Inc., of Dallas, Texas, herein called the Distributor, for Universal features, shorts, serials and News product for the seasons 1941/42, 1942/43, and 1943/44.

2. The Exhibitor as above set forth operating theatres in the towns listed on the attached sheet marked Exhibit "A" agrees to pay the Distributor the sum of \$260,000.00 payable at the rate of \$5,000.00 a week for 52 consecutive weeks commencing week ending September 4th, 1941. It is understood that these payments are for the following units of service which are to be distributed by Universal Pictures, Inc.

44 regularly released Universal Feature Pictures.

3 Frank Lloyd Productions.

7 action pictures (Foran-Devine).

7 Jack Mack Brown westerns.

1 2-reel special short.

69 reels short subjects.

2 serials in each situation (excluding 1st run Houston, substituting privilege four 1st run San Antonio) to be selected from Universal's total serial releases each year.

Universal News service as listed in Paragraph #4.

3: It is understood and agreed that the distributor shall deliver prior to October 30, 1942 the minimum of feature, serial, short and newsreel product listed above. Should the distributor deliver less than the total number of (44) regular features as designated above, the exhibitor is to be entitled to a credit of three thousand seven hundred fifty dollars (\$3,750.00) for each regular feature not so delivered. In the event the three Frank Lloyd productions are not delivered, exhibitor is to be entitled to a credit of eight thousand dollars (\$8,000.00) for each Lloyd production not so delivered. In the event a lesser number of Foran-Devine productions, western features, short subjects, newsreels or serials are not available for delivery, exhibitor is to be credited against commitment in an amount to be mutually agreed upon between exhibitor and distributor.

4. The distributor agrees to furnish Universal News in the following situations for fifty-two consecutive weeks starting week ending October 12th:

Theatre	Town	Number of issues
State	Austin	2
Kimo	Albuquerque	2
White	Dallas	2
Parkway	Fort Worth	2
Queen	Galveston	1
Gem	Brownwood	1
Arcadia	Ranger	1
Palace	San Marcos	2
Strand	Waco	1
Empire	San Antonio	1

5. With reference to the short product, it is understood that the Distributor will deliver a selection of sixty-nine reels of one and two reel short subjects plus the two-reel Special in each first run situation listed on the schedule attached and marked "Exhibit A."

The Distributor agrees to furnish second run features and short subjects as follows: (See Exhibit B attached)

Town	Theatre	Number of features	Number of two-reel subjects	Number of one-reel subjects	One special
Austin	Capitol	20	13	43	1
Dallas	Tower-Melba	20	13	43	1
Fort Worth	Majestic	20	13	43	1
Galveston	Tremont-Way	20	13	43	1
San Antonio	Palace-State	20	13	43	1
Albuquerque	Chief-Lobo	20	13	43	1
Ablene	Palace-Majestic	20	13	43	1
Breckenridge	National	20	13		1
Brownsville	Queen	20			
Brownwood	Gem-Queen	20	13	43	1
Corsicana	Ideal-Grand	20	13	43	1
Harlingen	Rialto-Strand	20	13	43	1
McAllen	Queen-Astoria	20			
Mercedes	Rio	10			
Paris	Plaza-Lamar	20	13	43	1
San Benito	Palace	20			1
Temple	Bell-Gem	20	13	43	1
Wichita Falls	State-Gem	20			
Denton	Palace-Dreamland	20	13	43	1

6. The Distributor agrees also to furnish third and subsequent run features, two-reel subjects and one-reel subjects as follows (see Exhibit C attached):

Town	Theatre	Number of features	Number of two-reel subjects	Number of one-reel subjects	One special
Albuquerque	Mission-Lobo-Mesa	30	13	43	1
Austin	Varsity	26	13	43	1
Austin	Austin	26	6	15	1
Brownwood	Ritz	26	13	43	1
Corsicana	Grand	26	13	43	1
El Paso	Palace	30	13	43	1
Do	Perishing	26	13	43	1
Dallas	Lakewood	26	13	43	1
Do	Dalco	26	13	43	1
Do	Fair	26	13	43	1
Do	Forest	26	13	43	1
Do	Knox	26	13	43	1
Do	Lawn	26	13	43	1
Do	Melrose	26	13	43	1
Do	Varsity	26	13	43	1
Do	Village	26	13	43	1
Do	White	26	13	43	1
Do	Mirror	26	13	43	1
Do	Lovers Lane	26	13	43	1
Do	Mockingbird Lane	26	13	43	1
Fort Worth	Parkway	26	13	13	1
Do	Tivoli	26	13	13	1
Do	Varsity	26		43	1
Do	Bowie	26	13	43	1
Do	Riverside	26	13	43	1
Galveston	Key	26	13	43	1
Denison	Rio	26	13	43	1
Houston	Bluebonnet	26	13	43	1
Do	Eastwood	26	13	43	1
Do	Northmain	26	13	43	1
Do	Tower	26	13	13	1
Do	Delman	26	13	43	1
Do	Yale	26	13	43	1
Do	Alabama	26	13	43	1
Do	River Oaks	26	13	43	1
Do	University	26	13	43	1
Do	Alameda	26	13	43	1
Do	Village	26	13	43	1
Do	Wayside	26	13	43	1
San Antonio	State	26	13	43	1
Do	Uptown	30	13	43	1
Do	Highland	30	13	43	1
Do	Harlandale	30	13	43	1
Do	Broadway	30	13	43	1
Do	Prince	30	13	43	1
Do	Sam Houston	30	13	43	1
Panama	Lamar	26	13	43	1
Do	Dixie (col)	26	13	43	1
Temple	Little	26	6	20	1

7. The distributor agrees to furnish fourth run features as follows:

Town	Theatre	Number of features
Austin	Texas	18
Do	Cactus	30
Albuquerque	Mission-Mesa	18

8. Exhibitor has the right to exhibit any feature picture hereunder in each first run theatre at one so-called mid-night preview or just before the opening of the regular engagement or not over ten days prior thereto.

9. It is expressly understood that the exhibitor is not obligated to actually play any pictures hereunder, but only to make the payments as above stipulated.

10. The current exhibition contracts now in use attached hereto and marked Exhibit "E" so far as not inconsistent with the terms hereof, shall be a part of this agreement.

11. The distributor agrees to hold available for exhibitor six prints of each major picture for thirty days after available date and four prints on ordinary releases, provided exhibitor completes the first run showing in such period for Dallas, Houston, San Antonio, Ft. Worth, and Austin.

12. Playing arrangement: All first run product is to be dated and played within availability period, otherwise product will be considered automatically available for subsequent run bookings.

13. Second, Third, Fourth, and Subsequent run product is to be played "as available", otherwise product will be considered automatically available for subsequent run bookings. See clearance agreement marked Exhibit D herewith attached and made part of this agreement.

14. It is further understood that all Newsreels, Short Subjects, Serials, Westerns, and Action pictures, plus present flat buy second run and subsequent runs, are to be charged the same flat basis as last year, 1940-41.

15. It is understood that for the 1942/43 season, there will be a review and revision of the weekly payment by November 1, 1942. The purpose of this review and revision is to determine as to whether the \$5,000.00 weekly payment plan shall be revised upward or downward.

16. It is also understood that for the 1943-44 season, there will be a review and revision of the weekly payment by November 1, 1943.

[Note: Initials R. J. M and
E. R. O. written in pencil
or ink opposite par. 15.]

17. The Exhibitor agrees to play the product on substantially the nationally designated percentage terms set up by the Distributor, these designations to be mutually agreed upon, based on performance.

18. In the event that as a result of these designations on feature product, there is an excess sum of money accumulated beyond the \$260,000.00 payment, then the Distributor shall participate to the extent of 50% of this excess.

Executed this 8th day of May 1941.

INTERSTATE CIRCUIT, INC.

TEXAS CONSOLIDATED THEATRES, INC.

By R. J. McDONNELL (Sgd.)

UNIVERSAL FILM EXCHANGES, INC.,

EDW. R. O. SMITH (sgd.)

Countersigned and approved:

[Initials illegible] SCULLY (sgd.)

Sales Manager. 7/8/41.

EXHIBIT A

Town	Theatre	Number days	First run availability
Adrian	Paramount-State-Queen	3-4-7	60 days after release date.
Galveston	Martini-State-Queen	3-4-7	Do.
Arlington	Aggie-Texas	1-3	45 days after Fort Worth.
Ahlens	Paramount-Maj-Pal-Queen	2-5	60 days after release date.
Albuquerque	Sunshine-Kimo-Rio	3-4-7	Do.
Amarillo	Paramount-State-Rialto	3-4-7	Do.
Breckenridge	Palace-National	2-4	Do.
Brownsville	Capitol-Queen	2-4	Do.
Brownwood	Bowie-Lyric-Queen-Gem-Ritz	2-4	Do.
Corsicana	Palace-Ideal-Grand-Rio	2-4	Do.
Denison	Rialto-Rio-Star	2-4	Do.
Denton	Texas-Palace-Dreamland	2-4	Do.
Eastland	Lyric-Connelley	2-4	Do.
Harlingen	Arcadia-Rialto	2-4	Do.
McAllen	Palace	2-4	Do.
Mercedes	State	1-3	Do.
Paris	Grand-Plaza-Lamar-Rex	2-4	Do.
Ranger	Arcadia-Columbia	2-4	Do.
San Benito	Rivoli-Palace	2-4	Do.
Temple	Arcadia-Gem-Bell	2-5	Do.
Tyler	Tyler-Liberty-Arcadia-Majestic	2-7	Do.
Vernon	Vernon-Pictorium	2-4	Do.
Waco	Waco-Orpheum-Strand-Rivoli	3-4-7	Do.
Weslaco	Ritz-Gem	1-3	Do.
Wichita Falls	Wichita-Maj-Strand-State	2-3-4-7	Do.
El Paso	Plaza-Elleney-Wigwam	3-4-7	Do.
San Marcos	Palace-Plaza	3-4	Do.
Dallas	Pal-Maj-Tower-Rial-Cap	3-7-14	Do.
Ft. Worth	Worth-Hollywood-Palace	3-7-14	Do.
Houston	Metropolitan-Majesty-Kirby	3-7-14	Do.
San Antonio	Maj-Astec-Tex-Empire	3-7-14	Do.

[Initialed] RJM
ERO

EXHIBIT "B"

SECOND RUN

Town	Theatre	Number days	Availability following first run
Austin	Capitol	2-3	60
Dallas	Tower-Melba	4-7	60
Fort Worth	Majestic	2-5	60
Galveston	Tremont-Key	2-5	60
Albuquerque	Chief-Lobo	2-4	60
Abilene	Maj-Pal-Queen	2-3	90
Breckenridge	National	2	90
Brownsville	Queen	2	90
Brownwood	Gem-Queen-Ritz	2-3	90
Corsicana	Ideal-Grand-Rio	2-3	90
Harlingen	Rialto-Strand	2-3	90
McAllen	Queen-Azteca	2	90
Mercedes	Rex	2	90
Paris	Plaza-Lamar-Rex	2	90
San Benito	Palace	2	90
Temple	Bell-Gem-Little	3	90
Wichita Falls	State-Gem-Strand	3-4	90
San Antonio	Palace-State	3-5	60
Denton	Palace-Dreamland	2	90

Where second run has been sold to theatres other than Interstate-Texas Consolidated if first runs are not played during availability period they are to be made available to subsequent runs accordingly and may be dated by Interstate-Texas Consolidated Theatres after the subsequent run without additional charge.

[Initialed]

RJM

ERO

EXHIBIT C

THIRD, FOURTH, AND SUBSEQUENT RUNS

Town	Theater	Number days	Availability following first run
Albuquerque	Mission-Lobo-Mesa	2-3	75-105
Austin	Varsity	2-3	75
El Paso	Palace	2-3	105
San Antonio	State	2-3	75-90
Austin	Austin	2-3	75-90
Do	Texas	2-3	105-135
Do	Cactus	2-3	100
Dallas	Lakewood	2-4	45
Do	Dalsee	2-3	90
Do	Fair	2-3	90
Do	Forest	2-3	90
Do	Knorr	2-3	105
Do	Lawn	2-3	150
Do	Melrose	2-3	75
Do	Varsity	2-3	75
Do	Village	2-4	45
Do	White	2-4	75
Do	Mirror	1-3	105-135
Do	Mockingbird Lane		75-90
Do	Lovers Lane		75-90
Fort Worth	Parkway	2-4	75
Do	Tivoli	2-4	75
Do	Varsity	2-3	75
Do	Bowie	2-3	75
Do	Riverside		75-90
El Paso	Pershing	2-4	90
Houston	Bluebonnet	2-3	90
Do	Eastwood	2-3	90
Do	North Main	2-3	90
Do	Tower	2-4	90
Do	Delman	2-4	90
Do	Yale	2-3	90
Do	Alabama	2-4	90-105
Do	University	2-3	120
Do	Almeda	2-3	90-105
Do	River Oaks	2-3	90-105
Do	Wayside		90-105
Do	Village		90-105
Galveston	Key	2-3	90
San Antonio	Uptown	2-3	105-120
Do	Highland	2-3	105-120
Do	Harlandale	2-3	105-120
Do	Broadway	2-3	75-105
Do	Prince		145-160
Do	Sam Houston		145-160
Paris	Lamar	2-3	90
Do	Dixie (col.)	2-3	90
Temple	Little	2-3	90
Brownwood	Ritz-Gem	2-3	90
Corpus	Grand	2-3	90
Denison	Rio		90-120

4. Master agreement for Paramount films in Loew theatres (Ex. 243, R. 269).

LOEW'S INCORPORATED

METRO-GOLDWYN-MAYER PICTURES

Office of
C. C. Moskowitz
Vice-President

LOEW BUILDING,
BROADWAY AT 45TH STREET,
New York 19, N. Y., May 17, 1945.

Mr. CHARLES REAGAN
Paramount Pictures Inc.,
1501 Broadway, New York, N. Y.

DEAR CHARLIE: The following confirms the settlement agreed upon between us.

FOR THE CIRCUIT

Season 1940-1941, as per contracts in existence with the three (3) lowest grossing pictures on the long-half as the reversion pictures.

Seasons 1941-1942, 1942-1943 and 1943-1944, the long-half film rentals are settled on the following formula:

Combination of two (2) pictures starting at 30% for the two (2) pictures and graduating up allowing the Exhibitor 25% of the film rental as profit at all times until the Distributor has 40% of the gross as film rental, the balance of the gross divided 50% to the Distributor and 50% to the Exhibitor.

Where the second feature is that of another Distributor, the same method was used and then the actual cost of the second feature deducted from the total film rental, except for TWO YANKS IN TRINIDAD, SINTOWN, BEAUTIFUL BUT BROKE, where the costs used are amounts agreed upon between us, the balance being Paramount film rental.

Where Screeno and Vaudeville were involved, the costs of these items were deducted from the gross before computing the film rental.

In the instances of Equal Billing Shows, these were computed as agreed upon and are shown on various schedules rendered.

In the instance of any "B" picture played with some other company's "A" picture, agreed film rental is \$20,000, less \$100.00 for the Century Theatre and \$300.00 for the Ziegfeld Theatre, if played after these theatres were closed.

"C" Pictures—\$8,000.00 except those played after the Century Theatre closed in which \$50.00 was deducted for each picture.

STATE THEATRE

Season 1940-1941, as per contract in existence.

Seasons 1941-1942, 1942-1943 and 1943-1944 figured on the following basis:

Twenty-five (25%) Percent of the receipts after deducting the actual cost of the stage show, stage hands and musicians until such time as the Exhibitor has 50% of the film rental as profit, the balance of the gross divided 50% to the Distributor and 50% to the Exhibitor. If, however, at 25% the Exhibitor does not get 50% of the film rental as profit, in that case it reverts down to a point where the Exhibitor has 50% of the film rental as profit, but in no event does the Distributor receive less than 20% as film rental.

EMBASSY THEATRE

Season 1942-1943, at the agreed figure—\$5,783.42.

ADVERTISING

Reimbursement of \$19,397.22 for extra advertising.

By the foregoing, settlement is made for all prior years to and including 1943-1944, it being understood, however, that as to the years 1942-1943 and 1943-1944, the settlement is subject to your approval of the figure submitted for those two (2) years.

The summary sheet covering the four (4) years is attached hereto.

Upon receipt of your confirmation of this letter, we will promptly forward check for the amount due you.

Yours very truly,

MARCUS LOEW BOOKING AGENCY,
(Sgd.) By C. C. MOSKOWITZ,
Vice-President.

JUNE 5th, 1945.

Mr. C. C. MOSKOWITZ,
Loew's Incorporated,
 1540 Broadway, New York, 19, New York.

DEAR CHARLIE: Except to note the fact that the recent settlement agreed upon between us was limited and confined to our 1940-41, 1941-42, 1942-43, 1943-44 feature product which played your Intown Circuit, I concur with all other details set forth in your letter of May 17th.

The summary sheet covering this 4-year period, attached to our letter, indicates that Loew owes Paramount \$135,-877.41. Won't you, therefore, please instruct your Accounting Department to forward check in that amount in order that we can bring our books into balance pending completion of the audit. Thanks.

Cordially yours,

[Signature illegible]

[Work sheets showing computation of film rental attached to Ex. 243 have been omitted in printing.]

D: Government's Digests of Film Licensing Agreements in Evidence

EXHIBIT 172 (R. 244, 247)—PARAMOUNT PICTURES IN LOEW THEATRES

1. Parties: Contract between Paramount Famous Lasky Corporation (Paramount) and Marcus Loew Booking Agency (Loew).
2. Date of Agreement: June 25, 1927.
3. Duration: August 1, 1927, to July 31, 1937.
4. Coverage: For all purposes of this agreement, the following cities, towns, and/or other places are hereinafter collectively referred to as the "territory" and such cities, towns, and/or other places are hereinafter severally referred to as "localities." Each such locality shall include all territory included within the political or corporate limits of such locality and in addition thereto, such contiguous territory, if any, considered by distributors of feature photoplays as part of or embraced within each respective locality. Such territory is as follows: Akron, Ohio, Baltimore, Md., Cleveland, Ohio, Canton, Ohio, Evansville, Ind., Harrisburg, Pa., Norfolk, Va., Pittsburgh, Pa., Providence, R. I., Reading, Pa., Richmond, Va., Syracuse, N. Y., Washington, D. C., Roanoke, Va., Kansas City,

Mo., Memphis, Tenn.; ordinary Westerns and certain other specified pictures excluded from the agreement.

5. Rental Terms: Paramount was to have the right to designate in each year six (6) "specials." As to such "specials," ~~Loew was to pay to Paramount~~ such fixed sums or percentages as should be agreed upon from time to time by the parties or through arbitration in case of failure to reach an agreement. As to other pictures, Loew was to pay such fixed sums or percentages as should be agreed upon between the parties, and the license fees so determined in any year should govern as to pictures released by Paramount in any subsequent year. Provisions were made for refusing license fees so determined and providing for arbitration. Where license fees were not agreed upon prior to availability of the pictures, Loew was to exhibit them and to pay the license fees as thereafter determined.

6. Other Terms: The agreement stated that the parties had agreed upon what pictures were to be played in each locality for the 1927-28 season.

It was agreed that before May 1st of each of the other years Paramount was to notify Loew of the approximate number of pictures it expected to release for the year, and before June 1st Loew was to notify Paramount of the proportion of such releases that Loew desired to exhibit in each locality.

Before July 1st of each year Paramount was to deliver to Loew a list of features it expected to release, and as to each locality where Loew should exhibit less than 70% of the pictures released by Paramount in such year, Paramount was to divide the pictures in the list into groups so that, as to each locality, each group should contain approximately the proportion of pictures Loew desired to exhibit in each locality. Within three weeks after receiving any such list, Loew was to select one of such groups for exhibition in each locality. As to any locality where Loew should desire to exhibit more than 50% of Paramount releases, Loew should exhibit at least 70% and have a right to select from all the pictures available. Loew was to exhibit at least 70% in Evansville, Indiana, and Cleveland, Ohio. In any locality where Loew exhibits at least 70% of Paramount releases in any year, Loew was to exhibit in such locality at least 50 of the pictures released by Paramount in such year.

"Loew shall exhibit the photoplays as aforesaid for exhibition hereunder at such of the theatres then operated by Loew, situated in each respective locality in the aforesaid territory, as Loew shall from time to time determine; provided, however, that in each locality where Loew shall then operate more than one theatre, Loew agrees to accord to the photoplays to be exhibited hereunder, the same relative preference as to desirability of theatres at which exhibited that Loew at the time being accords to photoplays released by any corporation with which Loew shall be affiliated, during the corresponding year, taking into consideration the quality of such photoplays."

Loew agreed not to reduce the admission prices of each theatre below the admission prices then customarily charged.

Paramount was to have access to Loew's records with respect to exhibition of Paramount pictures in Loew theatres.

Except as might be otherwise agreed upon from time to time, Paramount was not to exhibit or license any of the pictures licensed hereunder at any other theatres located in such respective localities until expiration of the respective protection periods existing at the date of the agreement in favor of the respective theatres in each locality.

It was provided that references in the agreement to theatres operated by Loew should include all theatres located in the territory which Loew might at the time own, lease, control, manage, or operate, or in respect to which it might have any management, participation, or similar contract.

EXHIBIT 173 (R. 247)—LOEW PICTURES IN PARAMOUNT THEATRES

1. Parties: Metro-Goldwyn-Mayer Distributing Corporation (Loew) and Balaban & Katz Corporation (Paramount).

2. Date of Agreement: September 21, 1934.

3. Duration: Three (3) years from August 1, 1934.

4. Coverage: Covers all theatres of Balaban & Katz' Chicago circuit. The Chicago United Artists, Roosevelt, Apollo and Garrick theatres are referred to as the "Loop

Theatres." Balaban & Katz' other houses in Chicago, except the Oriental, were referred to as "Houses outside the Loop."

5. Rental Terms: Twelve pictures to be known as "run" pictures were to be designated by Metro and to be played at a run house. The run houses at the present time being the Roosevelt and United Artists theatres. Terms to be the same as the terms for run pictures of the 1933-34 season.

Eighteen pictures to be designated by Metro to play at the Chicago Theatre seven days at Five Thousand dollars (\$5,000) per picture, plus score charge. Six pictures to play at Apollo at twenty percent (20%) of gross receipts. Six pictures to play at the Garrick at twenty percent (20%). At any time Balaban & Katz could substitute a house of equal kind and quality for any of the run houses.

Terms for features to be played in the Apollo and Garrick theatres during each subsequent 52-week period after the first 52-week period were to be thereafter negotiated.

The commitment of forty-two pictures for the Loop Houses was based upon the release of forty-eight pictures. If less than forty-eight were released, Balaban & Katz to use not less than seven-eighths. There is an involved formula as to commitments for the Chicago Theatre and Loop Houses depending upon the number of pictures released and the number of Class A pictures released. For each picture playing first run in either the United Artists, Roosevelt, or Chicago and repeating in the Apollo or Garrick, Metro to receive twenty percent (20%) of the repeat run. For each picture playing first run at the Apollo or Garrick and repeating in the Oriental, Metro to get One Thousand dollars (\$1,000) for the repeat run for seven days, plus a score charge.

Commitment on features for each individual theatre outside the Loop to be the same as the commitment of 1933-34 features, and for the first 52-week period the same rental to be paid as for the 1933-34 features. Terms for features to be exhibited in each subsequent 52-week period to be thereafter negotiated.

As to theatres outside the Loop after receiving from Balaban & Katz as film rental for features shown during the first 52-week period an amount equal to the film rental contracted to be paid for all of the theatres for 1933-34 feature product, Metro was to supply for exhibition at said

houses, without charge, not exceeding Twenty-five Thousand dollars (\$25,000) worth of features to be selected from pictures released by Metro during the first 52-week period for exhibition in the Loop.

• Foreign pictures and ordinary Westerns not to be included in this agreement.

6. Other terms: "No pictures playing first run in the Chicago, Roosevelt, or United Artists Theatre is to be played in the Oriental Theatre; it being understood and agreed that if we elect to sell for a second run in the Loop any pictures that play first run in the Chicago, Roosevelt or United Artists theatre such pictures shall be offered by us to you for exhibition at the Oriental Theatre second run before we offer them to any other exhibitor; and you are to have such pictures for the Oriental if terms are agreed upon, otherwise we are to be free to license same to others."

Clearance in effect at the time of execution of this agreement to apply. It was agreed that as long as Balaban & Katz maintained the minimum admission prices under the clearance now in effect or which might be adopted from time to time, Metro would not license any pictures exhibited first run at any of the theatres covered by this agreement for exhibition in any subsequent run theatre in Cook County charging less for night adult admission on a lower floor than 15¢. If Balaban & Katz reduced their adult evening admission price below 25¢ in such zone, Metro should be free to license pictures to theatres charging less than 15¢.

EXHIBIT 174 (R. 247)—PARAMOUNT PICTURES IN WARNER THEATRES

1. Parties: Paramount Pictures, Inc., Paramount Pictures Distributing, Inc., by Neal Agnew, Vice President and *Warner Bros. Pictures, Inc., ***Warner Bros. Pictures, Inc., (Cal.), ***Warner Bros. Pictures, Inc., (Del.), ***Warner Bros. Pictures, Inc. (Pa.), ***Warner Bros. Pictures, Inc. (W. Va.), ***Warner Bros. Pictures, Inc. (Ky.), ***Warner Bros. Pictures, Inc. (Va.), ***The Connecticut Theatre Corp., **Stanley Theatre Company of America, ***Massachusetts Amusement Corp., ***Intra-State Theatre Corp., **Stanley-Mark Strand Corp., ***General Theatre Co., ***Warner's Midwest Theatres,

Inc., **Regent State Corp., **Stanley-Davis-Clark Corp., **Mansfield Operating Corp., **Stanley-Shapiro Theatre Co., **Spiers Theatre Realty Co., **Lindy Amusement Co., Inc., **Metropolitan Theatre Co., ***Seashore Theatres, Inc., ***Warner Circuit Management Corp., each by Joseph Bernhart as "General Manager, **Vice President and ***President."

2. Date of Agreement: October 28, 1936.

3. Duration: 2 years—August 1, 1936 to July 31, 1938.

4. Coverage: Covers all theatres owned or controlled by Warner Bros. Pictures, specific coverage being shown by Schedule A which is not attached to exhibit.

5. Rental Terms: Rental is based upon a percentage of the total gross box office receipts with no splits shown. Two releases are to play at 35%, 6 at 30%, 17 at 25% and 40 at 20% of total box office receipts. For the six releases to be played at 30% it is provided that if any two in theatres licensed gross substantially less than the gross receipts of all six, the terms of said two revert to 25%.

Concession is granted on the rental for photoplays played as part of a double bill. If in the first year any of the top 13 features is exhibited as part of double features, the cost of the second picture may be deducted from the gross; or if it is likewise a percentage picture, the Paramount percentage may be reduced by 5%.

6. Other Terms: Provision is also made for deduction where pictures are played with vaudeville.

Foreign pictures were excluded, as well as features not produced, financed or supervised by Paramount or its affiliates or subsidiaries nor made nor supervised by Paramount, its affiliates or subsidiaries.

EXHIBIT 175 (R. 247)—WARNER PICTURES IN PARAMOUNT THEATRES

1. Parties: Vitagraph Inc. (Warner) and United Detroit Theatre Corporation.

2. Date of Agreement: June 8, 1936.

3. Duration: One year—1936-1937 season.

4. Coverage: The following theatres in Detroit, Michigan: Michigan, United Artists, and State.

5. Rental Terms: At the Michigan Theatre seventeen pictures (to be designated by the distributors) seven days each at fifteen percent (15%) of the box office receipts to \$26,000 and fifty percent (50%) thereafter for each

picture. If stage attraction costs more than \$4,000 the additional cost of stage attraction to be added to the above split figure of \$26,000.

In the United Artists Theatre (eight pictures to be designated by distributors) seven days each at twenty-five percent (25%) of box office receipts to \$15,000 and fifty percent (50%) thereafter for each picture. Terms for any picture playing a second or additional week to be twenty-five percent (25%) of the box office receipts to \$13,000 and fifty percent (50%) thereafter. If gross receipts are less than \$10,000, terms to be twenty percent (20%) of box office receipts.

On such pictures as are nationally designated as "specials" and percentage pictures, terms are to be: on thirty-five percent (35%) pictures, thirty-five (35%) of box office receipts to \$15,000 and fifty percent (50%) thereafter. On thirty percent (30%) pictures, thirty percent (30%) of box office receipts to \$15,750 and fifty percent (50%) thereafter.

In the State Theatre rental is at a fixed percentage of box office receipts with no provision for a split.

6. Other Terms: Run and Clearance: First run. For the Michigan Theatre admission price to be not less than 35¢ matinee and 55¢ evenings. The admission prices are also fixed for United Artists theatre at 35¢ matinee and 50¢ evenings.

EXHIBIT 177 (R. 248)—RKO PICTURES IN PARAMOUNT THEATRES

1. Parties: RKO Distributing Corp., United Detroit Theatres Corp. (Paramount).

2. Date of Agreement: September 9, 1936.

3. Duration: 1935-1936, 1936-1937.

4. Coverage: Subsequent run at Varsity Theatre.

5. Rental Terms: 19 pictures to be selected by Exhibitor out of 62: 2 pictures, 4 days (Sun.), 35 %; 2 pictures, 3-4 days, \$200; 4 pictures, 3-4 days, \$175; 6 pictures, 3-4 days, \$125; 5 pictures, 3-4 days, \$100.

6. Other Terms: Minimum adult admission prices, 25¢. No clearance specified in contract.

EXHIBIT 178 (R. 249)—PARAMOUNT PICTURES IN FOX THEATRES

1. Parties: Paramount Pictures Distributing Company, Inc., and Fox West Coast Theatres Corporation.

2. Date of Agreement: August 1, 1933, executed November 30, 1934.

3. Duration: 10 years, August 1, 1933 to July 31, 1943.

4. Coverage: 1st run in Liberty and Paramount Theatres in Portland, Oregon.

5. Rental Terms: Rental for the first year of this agreement as follows: At the Liberty Theatre the contract calls for a total of 25 weeks playing time as follows: 6 weeks at 30% to a split, 50% over the split; 14 weeks at 25% to a split, 50% over the split; 5 weeks at 20% to a split, 50% over the split. At the Paramount Theatre 16 pictures shall play at 20% to a split with 50% to the distributor over the split, 9 pictures at \$500 for 7 days each, and the balance at \$350 for 7 days each.

The exhibitor has the privilege of excluding 10% of the \$350 pictures.

The "split figure" shall be deemed to mean that where the gross receipts of the theatre of each photoplay shall reach a figure which will allow the exhibitor to reimburse itself out of such gross receipts for its operating expenses and for the minimum license fee so paid and will allow the exhibitor as profit a further sum out of such gross receipts equal to the minimum license fee so paid and the exhibitor agrees to pay Paramount in addition to the minimum license fees specified above a sum equal to 50% of such gross receipts in excess of such split figure.

Article 6 (b) Page 6: With respect to the photoplays to be released during each of the remaining nine years the Exhibitor and Paramount shall agree as to the terms and conditions on or before July 1st of each year.

6. Other Terms: Clearances shall be "those which prevail in said zone."

Admission prices shall be comparable to those charged by theatres of similar character in cities of corresponding size.

Provision for including additional theatres which exhibitor might operate.

EXHIBIT 179 (R. 249)—PARAMOUNT PICTURES IN FOX THEATRES

1. Parties: Paramount Pictures Distributing Company, Inc., by Austin C. Keough, vice president, and Evergreen State Amusement Corporation (Del.), by W. C. Michel, vice president, and Fox West Coast Corporation by W. C. Michel, vice president.

2. Date of agreement: March 5, 1937.
 3. Duration: 10 years and 5 months—March 7, 1937. to July 31, 1947.

4. Coverage: 1st run in the following theatres in Seattle, Washington: Fifth Avenue, Paramount, Coliseum and Orpheum.

5. Rental terms: The same terms as under old franchise. This relates to agreement between Paramount and Evergreen dated August 1, 1933 executed November 30, 1934, for 10 years, from August 1, 1933 to July 31, 1943.

The agreement dated March 5, 1937 also provides that the exhibitor and Paramount shall agree on or before July 1 of each year of the 10-year period after the 1936-1937 season as to the terms and conditions on which features, shorts, and news reels licensed for each year commencing August 1st next ensuing shall be exhibited.

The exhibitor and Paramount shall from time to time agree as to what constitutes "fair and reasonable" license fees and recording charges and a "fair and reasonable" number of one and two reel short features.

6. Other terms: Fox West Coast Corporation was made a party to this agreement because of the simultaneous execution and delivery of a sublease covering the Paramount Theatre in Seattle, Washington, between West Coast as sublessor and the exhibitor as sublessee. The sublease was for 10 years, from March 5, 1937 to July 31, 1947. The agreement reserves a right of assignment to Fox West Coast under certain contingencies.

The length of run is to be 7 days for features, shorts, and Paramount news reels.

Clearances are to be those which prevail in said zone both as to time and area.

Admission prices shall be comparable to those charged by theatres of similar character in cities of corresponding size, but obligation depends on Paramount giving the prevailing clearance.

Provision for inclusion of additional theatres of exhibitors.

EXHIBIT 180 (R. 254)—FOX PICTURES IN PARAMOUNT THEATRES

1. Parties: Fox Film Corporation, by John C. Clark, and United Theatre Enterprises, Inc. (Paramount), by Wm. K. Jenkins.

2. Date of Agreement: August 16, 1935.

3. Duration: Two years: 1935-36, 1936-37 seasons.
 4. Coverage: 1st run in following theatres in Macon, Georgia: Rialto, Capitol and Ritz.

5. Rental Terms: The Exhibitor shall play during each season 6 features pictures, selected by Distributor, at 30% of gross, and, as additional rental 50% of gross receipts in excess of the accumulative split figure of \$539 per day. These pictures shall be played at the Capitol Theatre for 3 days.

The Exhibitor will also play 12 pictures at 25% of gross receipts for two to three days at the Capitol, in which the remaining pictures will be played at 20% of gross for 2 to 3 days.

It is also provided that if the Exhibitor obtains control of any other first run theatres in Macon in lieu of, or in addition to those theatres mentioned, then this agreement shall extend to such theatres.

6. Other terms: Clearance as "usual" as set up by the Zoning and Clearance Committee. Such clearance is subject to any change made by the local Zoning and Clearance Board.

The Exhibitor agrees to charge the following admission prices: Rialto.—Evening: Adults, orchestra, 35¢; balcony, 15¢; children, orchestra, 10¢; balcony, 10¢.

Admission prices are also fixed for the Capitol and Ritz Theatres. It is further provided that if a first run competitor reduces his prices, the Exhibit may apply for reduction to meet competition. Such consent will not be given if it is against business policy. If comparable first run houses increase admission prices, distributor will give Exhibitor written notice of the increase and one month thereafter, unless Exhibitor disputes within 30 days, such new prices shall prevail. If parties fail to agree, the matter will be submitted to arbitration.

The Capitol Theatre is classified as the "A" theatre, the Rialto as the "B" theatre and the Ritz Theatre as the "C" theatre.

The Agreement is labeled a "Franchise."

EXHIBIT 181 (R. 375)—LOEW PICTURES IN WARNER THEATRES

1. Parties: Loew's Inc., by Rodgers, and Warner Bros. Pictures, Inc.; Warner Bros. Pictures, Inc. (Cal.); Warner Bros. Pictures, Inc. (Del.); Warner Bros. Pictures, Inc. (Pa.); Warner Bros. Pictures, Inc. (W. Va.); Warner

Bros. Pictures, Inc. (Ky.); Warner Bros. Pictures, Inc. (Va.); The Connecticut Theatrical Corp.; Stanley Company of America; Massachusetts Amusement Corp.; Intrastate Theatre Corp.; Stanley-Mark Strand Corp.; General Theatre Co.; Warner's Midwest Theatres, Inc.; Regent State Corp.; Stanley, Davis, Clark Corp.; Mansfield Operating Corp.; Stanley-Shapiro Theatre Co.; Spiers Theatre Realty Co.; Lindy Amusement Co., Inc.

2. Date of Agreement: October 1, 1936.

3. Duration: 3 seasons—1936-1937, 1937-1938, 1938-1939. Each season beginning September 1 and ending August 31.

4. Coverage: let run unless otherwise specified in theatres in Warner circuit.

5. Rental Terms: National percentage terms: 30 Class "A" pictures to be designated as 40%, 35% or 30% and 50 to be designated as 25%. Balance Class "B" pictures at terms shown in deal sheets. Fixed rental terms: 4 at 35% to a split and 65% over the split to be determined from average gross receipt of "Mutiny on the Bounty," "China Seas" and "Rose Marie." The terms for the rest of the pictures in flat deal situation as indicated on deal sheets.

Terms for pictures played with vaudeville—the cost of vaudeville may be deducted from the gross before computing rental on 30 highest term pictures. Vaudeville may be played for only two days with said pictures. If vaudeville is to be played with the remaining cheaper pictures the terms may be revised by mutual agreement. The cost of added attractions, i. e. bank night, gift night, Screeno, etc. not to exceed \$200 may be deducted from gross before computing percentage film rentals. Deduction allowed for feature playing on double bill.

6. Other Terms: Expressly excluded from the agreement were foreign and Western pictures distributed by Loew. Also, if more than 20% of the features of any season should be produced elsewhere than at a studio of Loew or Hal Roach, Inc. which was not a subsidiary or affiliate of Metro, Warner was not required to accept any such other features in excess of the 20%.

Evening adult admission prices not to be reduced without Loew's consent below 25% of present price and in no case less than 15%.

Where Exhibitor has closed theatres, product is to play in open theatre. Where all Warner theatres closed in a situation, Warner to be bound to rental fees less what Loew may receive from another Exhibitor in the situation upon relicense. Upon 60 days notice before next season Warner may reclaim product for reopened theatre.

Clearance as indicated in deal sheets. Right of selection as indicated in deal sheets.

Special terms set up for Warner's first-run theatres in Philadelphia and the clearance set out. In general the rental terms varied from 20% to 50% depending upon the size of the gross receipts.

It is agreed that each feature is to be played not later than fourteen (14) days after national release; and conditioned upon the foregoing, clearance shall be as follows as to each of said Boyd, Stanton, Stanley, and Fox Theatres, same to be computed from the last date of exhibition, except in the case of continued first runs: Twenty-eight (28) days over all theatres in Greater Philadelphia and in Chester, Montgomery, Bucks, and Delaware Counties in Pennsylvania, and all theatres in Gloucester, Burlington, Camden, Cumberland, and Atlantic Counties (except Atlantic City) in New Jersey.

Except as follows:

Twenty-one (21) days over Arcadia Theatre, Philadelphia;

Fourteen-twenty-one (14-21) days over Chester, Pa.;

Fourteen-twenty-one (14-21) days over Camden, N. J.

EXHIBITS 182, 182A (R. 250, 2269)—LOEW PICTURES IN RKO THEATRES

1. Parties: Metro-Goldwyn-Mayer Distributing Corporation, by T. T. Connors, Vice President and Sales Manager, and R. K. O. West Corporation, by J. Libson, Vice President and General Manager.

2. Date of Agreement: August 7, 1936.

3. Duration: 1936-37 season.

4. Coverage: The following theatres in Cincinnati, Ohio: Albee, Capitol, Palace, Lyric, Grand, Family, and Shubert.

5. Rental: A rider attached provides that the rental shall be on a percentage basis to a split. The exhibitor agrees to play the 1936-37 season product consisting of

from 44 to 52 pictures on the following basis: 4 pictures at 40%, 6 pictures at 35%, 6 pictures at 30%, 14 pictures at 25%, the balance not to exceed 22 pictures at a flat rental of \$1,000 to play at the Albee, Palace, Capitol, Lyric, or Family or Shubert or Grand or Keith with playing time allocated among the theatres. On a moveover, exhibitor has privilege of excluding from contract a \$1,000 flat run. The split figures are designated for each theatre except Family, according to the percentage indicated. For example: Palace: 40% pictures split over \$18,000, 35% pictures split over \$16,000, 30% pictures split over \$14,000, 25% pictures split over \$12,000. Some adjustment is provided for as illustrated by the provision that any 25% picture playing at the Capitol Theatre grossing less than \$6,000 shall be adjusted to 20%.

6. Other terms: First run. Clearance: 45 days over all suburban towns, and 45 days from end of first run over Carthage, Cheviot, Norwood, St. Bernard, Reading, Lockland, Elmwood, Sharonville, Clevs, Mt. Healy, Addyston, Loveland, New Richmond, Milford, Harrison, Macon, Amelia, and Batavia, Ohio; 45 days over Covington, Newport, Bellevue, Dayton; Latonia, Ft. Thomas, Ky.; 14 days over Hamilton, Williamsburg, Ohio, and Lawrenceburg and Aurora, Indiana.

Admission prices not specified.

EXHIBIT 183 (R. 250)—RKO PICTURES IN LOEW THEATRES

1. Parties: RKO Distributing Corporation, by Jules Levy, and Poli New England Theatres, Inc., by J. Vogel.

2. Date of Agreement: November 13, 1936.

3. Duration: One year—1936-37 season.

4. Coverage: Exclusive 1st run in Poli or Palace Theatre at Hartford, 23 features at an equal split. It is understood that Distributor can designate and allocate all features in this contract.

5. Rental Terms: 1 at 40%, 1 at 35%, 3 at 30%, 6 at 25%, 6 at \$350, 6 at \$250. If any of the 30% or 35% pictures play double features the Distributor will give a picture to play with it. If no picture is available at the time, \$250 will be deducted from the film rental for the cost of the second picture. If any of the 25% group plays double bill Exhibitor can deduct not more than \$250 from the gross receipts.

6. Other Terms: 30 days clearance in West Hartford and East Hartford, 10 days before Windsor Locks and Rocky Hill. Ahead of Middletown, New Britain, and Rockville. Admission prices not specified.

EXHIBIT 184 (R. 250)—RKO PICTURES IN LOEW THEATRES

1. Parties: RKO Distributing Corp. and Poli New England Theatres, Inc. (Loew), by Joseph R. Vogel, V. P. of Loew's, Inc., Bridgeport, Conn.

2. Date of Agreement: Nov. 23, 1936.

3. Duration: 1936-37.

4. Coverage: Exclusive 1st run in Majestic or Poli, Bridgeport, Conn.

5. Film Rental: Astair #2, 7 days, 40% single bill; 1 feature, 7 days, 35%; 2 features, 7 days, 30%. If any of above, with the exception of Astair play double feature, RKO will give picture to play with it. If no picture is available at time \$200.00 will be deducted from film rental for cost of other feature. 5 features, 7 days, 20%; Remainder, if any, 7 days, 25%. If any 20% or 25% double featured, exhibitor can deduct no more than \$200.00 from the gross receipts. 6 features, 7 days, \$300.00 flat rental; 6 features, 7 days, \$200.00 flat rental. No more than 12 features to be designated to play on a percentage basis from all the available product. *Re Split*—The Distributor has the right of designation and allocation of all features. Same to be made prior to play date.

6. Other Terms: No admission prices. Designated clearance: 30 days in Bridgeport; 14 days before Fairfield, Stratford, Westport, and Walnut Beach.

EXHIBIT 185 (R. 250)—RKO PICTURES IN LOEW THEATRES

1. Parties: RKO Distributing Corp. and Poli New England Theatres, Inc. (Loew's), by Joseph R. Vogel, vice pres. of Loew's, Inc., Meriden, Conn.

2. Date of Agreement: Nov. 23, 1936.

3. Duration: 1936-1937.

4. Coverage: Exclusive 1st run in Palace or Poli, Meriden, Conn.

5. Film Rental: 2 Astaires, 3-4 days, 40% (single feature); 1 picture, 3-4 days, 35%; 1 picture, 3-4 days, 30%. Above pictures to play on maximum preferred playing

time. 6 pictures, 2-3-4 days, 25%; 8 pictures, 2-3-4 days, 20%; 5 pictures, 2-3-4 days, 15%; 12 pictures, 2-3-4 days, \$75.00 flat rental, score \$2.50 day; 11 pictures, 2-3-4 days, \$50.00 flat rental, score \$2.50 day. If any pictures exclusive of the Astaire's plays double bill no more than \$50.00 can be deducted from the gross.

6. Other Terms: No admission prices specified. Clearance 30 days in Meriden, 7 days before Wallingford, after Hartford.

EXHIBIT 186 (R. 250)—RKO PICTURES IN LOEW THEATRES

1. Parties: RKO Distributing Corp. and Poli New England Theatres, Inc., by Joseph R. Vogel, vice pres., Loew's Inc., Waterbury, Conn.

2. Date of agreement: Nov. 23, 1936.

3. Duration: 1936-1937.

4. Coverage: Exclusive 1st run for 23 pictures in Poli Theatre, Waterbury, Conn.

5. Film rental: 1 Astaire, 4 days, 40% (single bill); 1 feature, 4 days, 35%; 3 features, 4 days, 30%. If any of above pictures excepting the Astaire play double feature RKO will give picture to play with it. If no picture is available at time \$200 will be deducted from gross film rental for cost of it. 6 features, 3-4 days, 25%; 40% of 25% pictures to play 4 days. No more than 12 pictures to be designated to play on a percentage basis including Joe E. Brown's. 12 features 3-4 days, \$200.00 flat rental. If and 25% group double featured, Exhibitor can deduct no more than \$200 from the gross.

6. Other terms: Admission prices not fixed. Clearance: 30 days in Waterbury. 10 days ahead of Thomaston, Oakville, and Watertown. 14 days over Naugatuck.

EXHIBIT 187 (R. 250)—LOEW PICTURES IN FOX THEATRES

1. Parties: Metro-Goldwyn-Mayer Distributing Corp., by Al Lichtman, Vice President, and Fox West Coast Theatres Corp., by Spiro P. Skouras, Vice President, assigned by Metro-Goldwyn-Mayer to Loews, Inc.

2. Date of Agreement: August 31, 1936.

3. Duration: 9 years from September 1, 1936, to August 3, 1945.

4. Coverage: Exclusive 1st run. All of Los Angeles County except Pomona, California, and relates specifically

to the following theatres in Los Angeles—Loew's State, United Artists, Four Star, and Grauman's Chinese.

5. Rental Terms: After first three years rental terms, playing time and clearance to be negotiated in advance of each release season. Special rental terms set up for first season's product. The rental for 22 features for the 1936-1937 season at the State and Chinese theatres is based on a sliding scale of the percentage of the gross running from 20% to 50%. For the 22 features to be played at Loew's State and Chinese Theatres on a percentage basis, the distributor is entitled to a maximum rental of 50% on 8 pictures to be designated. The maximum of the remaining percentage pictures should not be more than 40% of the gross receipts. There are special provisions for extended time and moveovers and double bills.

6. Other terms: Maximum number of features which may be road-shown by distributor after first year to be agreed upon. Westerns and foreigners excluded from obligation of exhibitor but must first be offered to exhibitor and if agreement on terms not effected, such pictures not to be licensed to other exhibitors in County of Los Angeles upon terms more favorable than Fox was willing to agree to. Exhibitor to charge not less than average admission prices charged by similar theatres in County. Reference is made to simultaneous execution of lease from Metro to Fox of Loew's State Theater at Los Angeles, with right of Metro to terminate this agreement upon termination of the lease by virtue of lessee's default. This exhibit contains the terms for pictures of the 1943-44 season, but which are made subject to further negotiations between W. E. Rodgers, of Loew, and Charles P. Skouras, of Fox West Coast Agency. This agreement permits a reduction in evening adult admission prices below those of 1940, within certain limits.

EXHIBIT 188 (R. 275)—LOEW PICTURES IN FOX THEATRES

1. Parties: Fox Film Corp., by W. C. Michel, and Anchor Theatrical Corp. (Loew), by Leopold Friedman, Washington, D. C.

2. Date of Agreement: July 1, 1932.

3. Duration: 10 years.

4. Coverage: 1st run in Fox, Palace, Columbia theatres, Washington, D. C.

5. Film Rental: Fourth Provision of contract is partially quoted: "The terms of film rental to be paid by the Exhibitor to the Distributor shall be the same as the terms of film rental paid by the Exhibitor to M. G. M. Distributing Corp. for the photoplays furnished by said M. G. M. Distributing Corp. at the respective theatres." "Score charges to continue only so long as M. G. M. Distributing Corp. continues to impose score charges for films licensed by it and controlled by Distributor or its subsidiaries." "Prior to Sept. 1 of each season Exhibitor shall deliver to Distributor a certificate verified by its President or Vice President or Treasurer setting forth the terms of film rental for the ensuing year."

6. Other Terms: 40 features out of entire season's product to be selected by exhibitor, with reduced commitment if any of the theatres were closed. Road shows to be carried on in exhibitor's theatres; not more than 4 features to be road-shown. Same average clearance against all other theatres in Washington as is generally granted by all other distributors to theatres covered by this agreement. No provision as to admission prices.

EXHIBIT 189 (R. 252)—FOX PICTURES IN RKO THEATRES

1. Parties: 20th Century Fox and RKO by J. J. O'Connor.

2. Date of Agreement: October 16, 1936.

3. Duration: 1936-1937 season.

4. Coverage: 1st run in Keith Theatre in Boston, Mass.; 17 of 17 pictures.

5. Rental Terms: Two "A" pictures at \$2,500 guarantee against 20% with a split of 50% over \$22,000; 6 "B" pictures at \$25,000 guarantee against 17½% with a split of 50% over \$22,000.

If any picture does not earn the \$25,000 guarantee at 20% or 17½%, the income received by the distributor on any second or subsequent weeks' engagement will be credited against such deficit until such time as the \$25,000 guarantee has been earned. However, on the 8 above pictures the exhibitor guarantees the distributor a minimum of \$20,000. On the second and subsequent weeks' en-

gagement of any picture, the percentage is to be the same as the first week without guarantee.

Five "C" pictures are to be played at a guarantee of \$1,000 against 20% if Boston without vaudeville or at \$1,000 flat if Boston with vaudeville, at a guarantee of \$1,000 against 17½% if at Keith and 50% over \$22,000. Four "D" pictures at \$750 flat at Boston. If any pictures in Group "C" are played on percentage as a double bill without vaudeville, the exhibitor can deduct the cost of the second feature. The above is based on a ⅓ even split of distributor's product. From time to time, distributor will make 3 equal splits of available pictures not previously split. These splits will be submitted to M. & P. Theatres which have first run of ⅓ of distributor's production in Boston and they will select one of the equal splits. RKO will have second choice and the remaining split will go to M. & P. Theatres.

6. Other Terms: Admission prices not specified. There is a long clearance schedule, the last paragraph of which provides as follows:

"In the city of Boston proper six weeks' clearance after completion of run on the Globe and Bijou Theatres. 60 days' clearance after completion of run of picture over Park, Stuart, Washington, Strand, Olympia, Palace and Rialto Theatres, as long as such theatres charge admission price of not less than 40¢ for the entire orchestra at night performance. With reference to such subsequent run theatres that may charge less than 40¢ and more than or less than 25¢, clearance shall be the minimum clearance maintained by all other companies servicing these theatres."

EXHIBIT 190 (R. 252)—RKO PICTURES IN FOX THEATRES

1. Parties: RKO Distributing Corporation, Del., by Fred E. Depinet and Evergreen State Amusement Corporation, Del. (Fox), by S. P. Skouras.

2. Date of Agreement: August 20, 1936.

3. Duration: One year—1936-1937 season.

4. Coverage: 1st run unless otherwise specified in deal sheets in exhibitor's theatres in Washington and Oregon. If any theatre fails to exhibit all features in its commitment the shortage may be offset against any overage of any theatre in the same exchange territory. Spot book-

ing or optional deal where no different commitment is specified shall not be considered as overage.

5. Rental Terms: Straight percentage and flat rental without split. Three features at 35% of gross with reversion to 30% as hereafter provided; 3 at 35% of gross with reversion to 30% as hereafter provided; 3 at 30% of gross with reversion to 25% as hereafter provided; 8 at 25%. Balance at flat rental.

With 35 and 30% feature, if after deducting the percentage from gross box office receipts the balance remaining does not equal the house expense designated for such theatre in schedule "B" plus an amount equal to $\frac{1}{2}$ of the film rental, then the license fee shall be 30 and 25% respectively. The house expenses shall be secured by multiplying the tenths or twelfths by the number of days of exhibition allowing $\frac{1}{10}$ for each week, $\frac{1}{10}$ for Saturday and $\frac{1}{10}$ for Sunday, while weeks having a holiday shall be computed in twelfths allowing $\frac{1}{12}$ for each weekday, $\frac{1}{12}$ for Saturday, $\frac{1}{12}$ for Sunday and $\frac{1}{12}$ for the holiday.

Except on the 6 highest percentage features where there is a stage show or vaudeville the percentage shall be 15%. Where the 6 highest percentage features are shown with a stage show or vaudeville, the cost of same shall be deducted from the gross box office receipts before computing the distributor's percentage. If 35% or 30% features are shown as part of a double feature program, the percentage paid the distributor shall be reduced 5%. If 25% features are shown as part of a double feature program the percentage paid the distributor shall be reduced to 15%. In no event shall the percentage paid the distributor on any percentage feature be less than 15%. Exhibitor may make a reduction of film rental of 5% from gross receipts for bank night before computing percentage terms payable to distributor.

Deductions are made for extended and moveover playing time and for bank nights.

The exhibitor's maximum commitment is for 48 features; each theatre commitment to be fixed on deal sheets. Commitment to be reduced if 2 features not released starring Fred Astaire, in one of which Ginger Rogers also to be starred.

"If any theatre operating for a full week, changes its policy to operate only part of the week with a less number of program changes per week, the number remaining photo-

plays becoming available that such theatre is obligated to play shall be reduced in proportion to the lesser number of changes corresponding to the changes in policy upon which the theatre operates."

Eliminations from lowest classification varies according to amount of commitment from 6 to 2.

Overage and underage provided for.

Provision is made for exonerating the exhibitor from its commitment as to theatres which are kept closed and reinstating the agreement as to such of the closed theatres which reopen.

6. Other terms: If distributor "road shows" any feature covered in this agreement, exhibitor shall have the prior right to exhibit this picture as a road show. Clearance shall be mutually agreed upon and should not be less favorable than preceding season. If distributor fails to accord the clearance granted, then the exhibitor may eliminate its obligation to play or pay for any feature on which the clearance is not given.

No admission prices specified.

Contract excludes outside producers except in two specified instances, foreign productions and program Westerns, but exhibitor is given a right to elect to take foreign feature after produced.

EXHIBIT 191 (R. 252)—WARNER PICTURES IN FOX THEATRES

1. Parties: Vitagraph, Inc. (Warner Bros.), by G. L. Sears; and Fox West Coast Agency Corp., Fox West Coast Theatres Corp., by Spyros Skouras.

2. Date of Agreement: June 8, 1936.

3. Duration: 1936-1937.

4. Coverage: 1st run in theatres in California, Arizona and Montana.

5. Film Rental: Unless otherwise specified in deal sheets: 2-35% of gross with reversion to 30% as provided; 5-30%; 18-25%; Bal. flat rental.

Reversion schedule on 35% features. If after deducting 35%, the balance remaining shall not equal the house expense as provided in schedule "A" plus an amount equal to $\frac{1}{2}$ of the house expense, then the percentage will be reduced to 30%. House expense is computed taking a figure opposite the name of a theatre and mul-

tiplying it by the total number of "tenths." "Tenths" are represented by the number of days each such photoplay is actually exhibited—1/10 for a weekday, 2/10 for Saturday, 3/10 for Sunday.

Additional playing time—Flat rentals.

Article Fourth. If in any situation flat rental photoplays shall be exhibited for a longer consecutive period than the number of days indicated on deal sheets, then the Exhibitor shall pay as license fee for each day of additional playing time 50% of the pro rata daily film rental.

Score charges for additional days on the 50% basis.

Deductions for stage shows and vaudeville.

Double Bills.

Percentage pictures on double bill for 5% less of the box office receipts.

Additional playing time on percentage pictures.

Article Twenty-fourth.

This article permits a reduction in the percentage of the 35% pictures after they have reverted to 30% on the following basis:

If any of these pictures have reverted to 30% and are then carried for additional playing time, the percentage for the additional time shall be reduced to 25% if the designated house expense as it is provided in Schedule A plus an equal amount is less than 30% of the gross.

6. Other Terms: Number of features as set forth in deal sheets for each theatre.

Agreement excludes foreign pictures and program Westerns.

Elimination privilege of 4 pictures out of 52 altogether or as to particular runs.

Overage and underage provided for.

Exoneration of commitment with respect to closed theatres provided for, with right of reinstatement prospectively of agreement as to reopened theatres.

EXHIBIT 192 (B. 253)—FOX PICTURES IN WARNER THEATRES

1. Parties: 20th Century Fox Film Corporation, By W. C. Michael, Executive Vice President and Warner Bros. Circuit Management Corporation, by Joseph Bernhard, President.

2. Date of Agreement: July 28, 1936.

3. Duration: 3 years—1936-1937; 1937-1938; 1938-1939 seasons.

4. Coverage: 1st run unless otherwise indicated in deal sheets in theatres in the circuit. Commitments to be specified on the deal sheets.

5. Rental Terms: Two pictures at 35%, 4 pictures at 30%, 16 pictures in the 1936-1937 season at 25%; 18 in 1937-1938 and 1938-1939 seasons at 25%; 30 at 20% or at flat rentals for the 1937-1938 and 1938-1939 seasons. 25% and 20% pictures to be reduced to 20% and 15% respectively if shown as part of double billings. 35% and 30% pictures are reduced to 22½%, and 25% and 20% pictures are reduced to 15% if shown with regular vaudeville. When an occasional act is shown, the cost not to exceed \$190, may be deducted from the gross before the percentage is computed.

Flat rentals as specified in deal sheets for 1936-1937. For subsequent years flat rentals to depend upon a comparison of gross receipts for a group of percentage pictures for the two preceding seasons. Considerable flexibility is allowed as to the number of pictures allocable to any classification in a particular season even though the total number in each classification for the three years remained fixed.

The contract covers only such features of outside producers as (a) cost to produce not less than One hundred fifty (\$150,000) Thousand Dollars, and (b) that the distribution agreement between Producer and such other producer shall have been made prior to the commencement of production of such picture and Producer shall have notified Exhibitor of such distribution agreement within seven (7) days after the execution thereof, and (c) that such picture shall be based upon a well-known story, book or play or feature a well-known motion picture star or be directed by a well-known director, and (d) that the Producer is not bound by contract with such other producer to obtain such other producer's consent or approval to the terms and conditions of licensing the exhibition thereof.

6. Other Terms: Deal sheets and schedule A to specify terms, playing time and commitment for particular theatres.

It is agreed that the Clearance to be granted to the Exhibitor as to the various theatres, cities, towns, or zones

covered by this agreement, shall be in accordance with the Clearance Schedule hereto annexed and hereby made a part hereof and designated as Schedule "B." The clearance of photoplays in the Exhibitor's theatres over other theatres in a particular zone, city, or situation shall be applicable to any new theatres which may be opened or erected during the term of this agreement.

Where commitment for a theatre is less than 75% of features, distributor may sell excess to exhibitor's opposition subject to exhibitor's right to make selection from entire product. Where minimum commitment is for more than 75% no right is reserved to distributor to sell exhibitor's opposition.

Exoneration of commitment is allowed with respect to closed theatres, with right of contract reinstatement as to reopened theatres.

When commitment is for all features and average license fee is not more than \$250, 10% exclusion privilege given. Admission prices not specified.

EXHIBIT 194 (R. 253)—RKO PICTURES IN WARNER THEATRES

1. Parties: RKO Distributing Corp., by Jules Levy, General Sales Manager, and Warner Brothers Circuit Management Corp., by Joseph Bernhard, President.
2. Date of Agreement: August 31, 1935.
3. Duration: 2 years—1935-36 and 1936-37 seasons.
4. Coverage: 1st run in theatres in Circuit.
5. Rental Terms: With some specified exceptions a percentage of the total gross box office receipts and split. 3 pictures at 30% with reversion to 35% if the theatre profit equals or exceeds $\frac{1}{2}$ of the film rental at 35%. 3 pictures at 25% with reversion to 30% if the theatre profit equals or exceeds $\frac{1}{2}$ of the film rental at 30%. 7 pictures at 25%. Balance at terms indicated on the deal sheets. Any percentage pictures shown with regular vaudeville has its film rental reduced to 15% except the 3 top pictures which shall be 20% to a 50% split giving the theatre a profit equal to $\frac{1}{2}$ of the film rental. Occasional acts, the cost thereof not to exceed \$100, may be deducted from the gross receipts before film rental percentages are computed.

Specified terms and playing for each theatre to be set forth on deal sheets.

6. Other Terms: Clearance to be in accordance with clearance schedule designated Schedule "B".

Foreign made pictures and program, Westerns excluded. Overage and underage provided for.

Distributor to limit road-shows in cities where exhibitor's theatres are located to 2 pictures, and exhibitor to have right to exhibit road-show in its theatres upon its election to do so after a prior screening of the picture at several designated local offices.

Exoneration of commitment with respect to closed theatres provided with right of contract reinstatement as to reopened theatres.

Selection provided for on deal sheets.

Admission prices not specified.

EXHIBIT 195 (R. 255)—UNITED ARTISTS' PICTURES IN / PARAMOUNT THEATRES

1. Parties: United Artists Corp. by Joseph M. Schenck and Publix Theatre Corp. (Paramount) by Sam Katz.

2. Date of Agreement: Feb. 3, 1928.

3. Duration: Oct. 1, 1927-July 31, 1937.

4. Coverage: Not to exceed 14 features a year after the first year when Exhibitor is obligated to show 15 features in theatres listed in attached schedules, located in following States: Illinois, Wisconsin, Florida, Georgia, California, Arkansas, Texas, Oklahoma, South Carolina, New York, Rhode Island, North Carolina, Alabama, Tennessee, Iowa, Maine, New Hampshire, Missouri, Nebraska, Colorado, Connecticut, Massachusetts, and Vermont.

5. Rental Terms: (1) Flat rentals as set forth in Schedule "A"; (2) As a minimum guaranty a sum equal to the number of points on the basis of thousands of one percent, multiplied by the cost of each photoplay to be delivered. The points for each theatre set out in Schedule "A".

Cost of a photoplay consists of cost of production and cost of positive prints; this figure, plus the cost of distribution should equal \$1,000,000 for purposes of this method of determining film rental. In addition, exhibitor to pay 50% of net profits from exhibiting picture.

"For the purpose of simplifying procedure, it is understood and agreed that authorized representatives of the Distributor and the Exhibitor shall quarterly agree upon the amount of the expenses for each theatre respectively relating to the investment depreciation, amortization, re-

turn on investment and other similar items which are to be constant during the next fiscal quarter and the amounts so agreed upon shall be used in the calculation of film rental hereunder during the succeeding quarterly period

6. Other Terms: Exhibitor entitled to usual protection prevailing which it receives with respect to other motion pictures.

Admission prices not designated.

"The Exhibitor and Distributor agree that this agreement is subject to such prior rights as the United Artists Theatre Circuit, Inc., a Maryland corporation, has to the exhibition of the motion pictures distributed by United Artists Corporation pursuant to its agreement dated June 22, 1926, with United Artists Corporation, a copy of said agreement having been provided the Exhibitor by the Distributor, and the Distributor agrees that it will not extend the rights of the United Artists Theatre Circuit, Inc., to more than the 'first twenty theatres' constructed or acquired by the United Artists Theatre Circuit, Inc., and after the twenty theatres have been so constructed or acquired, to any theatre or theatres constructed or acquired by United Artists Theatre Circuit, Inc., in replacement or substitution for one or more of the first twenty theatres (or in replacement or substitution for one or more substituted theatres) which shall have gone out of the United Artists Theatre Circuit, Inc.'s, circuit prior thereto, providing such extension shall interfere with the right of the Exhibitor to exhibit for 'first run' the so-termed United Artists' pictures or photoplays in any of the theatres of the Exhibitor set forth in Schedule 'A'; and the Distributor does hereby set forth in Schedule 'C' the list of the so-termed United Artists Theatre Circuit's theatres as of this date which are included in the aforesaid contract between United Artists Corporation and United Artists Theatre Circuit, Inc."

EXHIBIT 196 (R. 321)—COLUMBIA PICTURES IN PARAMOUNT THEATRES

1. Parties: Columbia Pictures Corp. and Sparks Circuit, Inc. (Paramount), by Frank Rogers.
2. Date of Agreement: Sept. 8, 1936.
3. Duration: 1936-1937.

4. Coverage: 28 features out of 38—Exhibitor's selection and 12 Westerns at \$500 each in theatres in 41 towns in Florida.

5. Rental Terms: 4 at \$2,187.50, 6 at \$1,250.00, 28 at \$750.00.

6. Other Terms: This license also included commitment for Columbia shorts.

The right to eliminate features was restricted to the pictures from the \$750 group.

This contract is for 1st and subsequent runs. Exhibitor has right to play pictures 75 times each. Exhibitor agrees to consume all runs on each feature listed hereon with a period of ten months from date of first run.

No admission prices specified.

Frank Capra productions were also contracted for by separate contract of same date for flat sum of \$5,000 for the same 41 towns for 75 times.

EXHIBIT 198 (R. 324)—UNIVERSAL PICTURES IN PARAMOUNT THEATRES

1. Parties: Universal Film Exchanges, Inc., and Interstate Circuit, Inc. (Paramount), by R. J. O'Donnell.

2. Date of Agreement: Nov. 6, 1936.

3. Duration: 1936-1937, 1937-1938.

4. Coverage: Austin, 1st run, 2nd run; Dallas, 1st run; Village, Arcadia, Melrose, White; Ft. Worth, 1st run, 2nd run; Tivoli or Parkway; Houston, 1st run; Tower or Delman, North Main, Eastwood, Blue Bonnet; San Antonio, 1st and 2nd run.

5. Rental Terms: Rentals in Austin, Dallas, Fort Worth, San Antonio and Houston are largely on percentage terms, for first run, other showings are on flat rentals. Percentage is on a reversion basis, 30% if circuit gross over \$45,000-25% if less.

Deductions permitted for bank night.

6. Other Terms: This agreement was signed with provision that all "undated" 1935-36 product as of 10/2/36 be cancelled.

Previews seven days ahead of opening allowed on special terms.

Product shown in 5 specified situations at 40¢ night prices, not to be shown in subsequent runs on double bill or at less than 25¢ night prices.

At Fort Worth may select any 4 pictures, 2nd run at 20%.

Exhibitor has privilege of holding top group pictures for extended run up to 14 days with reduction.

**EXHIBIT 199 (R. 256)—UNITED ARTISTS' PICTURES IN
FOX THEATRES**

1. Parties: United Artists Corporation, L. J. Schlaifer, and Evergreen Theatres Corporation, S. P. Skouras (Fox).

2. Date of agreement: November 7, 1938.

3. Duration: 1938-1939.

4. Coverage: Special provisions and general remarks: Identical contracts were made by United Artists with the Fox West Coast Agency Corporation, the Fox Mid West Amusement Corporation, the Fox Inter-Mountain Amusement Corporation the Fox Wisconsin Amusement Corporation, and as part of this series of contracts the Fox theatres within the Los Angeles Exchange District, San Francisco Exchange District, Seattle Exchange District, Denver Exchange District, Salt Lake City Exchange District, Kansas City Exchange District, Milwaukee Exchange District, St. Louis Exchange District, and Omaha Exchange District are listed along with the particular run and rental terms allocated for each theatre.

Samuel Goldwyn Productions, David O. Selznick Productions, Walter Wanger Productions, Hal Roach Productions, Edward Small Productions.

Additional features excluding foreign features released by United Artists are to be offered the exhibitor.

5. Rental Terms: Pictures are divided into three classifications. Under the first classification in the theatres licensed on a percentage basis, 30% to equal the split figure as indicated for a particular theatre on a deal sheet, and in addition 25% of such part of the gross receipts as equals the split figure for the additional exhibition period as indicated on the deal sheets, and in addition 50% of that part of the gross receipts for each theatre as shall be in excess of such split figures for the cumulative period of exhibition.

On the second class of pictures, 25% of the gross as equals the split figures as indicated for the particular theatre on a deal sheet and in addition, 50% of such part of the gross receipts for each theatre as shall be in excess of the split figure.

On the third class, 25% of the gross box office receipts if a single bill basis, 20% of the gross box receipts on a double bill basis. With respect to moveovers on a percentage basis, there is to be reduction of five percent of the gross box receipts and in flat rental situations additional playing time is to be paid for on the basis of 50% of the pro rata daily rental required.

6. Other Terms: Where pictures are licensed on a percentage rental basis, the scale of admission prices is to be not less than the scale of admission prices charged to view pictures of comparable quality exhibited by the exhibitor and distributed by distributors other than United Artists.

Clearance is to be mutually agreed upon but not to be less favorable to exhibitor than previous season's clearance, and unless otherwise specified all runs are to be deemed first run in each town, situation, or zone.

On the deal-sheets where a subsequent run is indicated, exhibitor has right to eliminate such subsequent run if the theatre has played a prior run.

There is a special provision with respect to double-bill programs, reducing the rental fees in such case, and there is a provision for revision of rental fee terms in the case where there is played a stage show or where there is a vaudeville policy. Fox is given the privilege of exhibiting pictures which have already been exhibited on a regular run in any theatre at a special matinee or morning performance for children without charge to the exhibitor. The exhibitor is permitted to hold previews or midnight shows.

If a theatre closes for a period of 8 weeks or longer, the obligations under this contract with respect to that theatre are to be canceled subject to renewal if the theatre reopens.

Deductions are to be allowed for bank nights.

Percentage features to be exploited and advertised by exhibitor to the same extent as comparable pictures of other distributors exhibited by exhibitor.

Extended playing time and moveover privileges given exhibitor at reduced film rentals.

If distributor road-shows picture in a situation where exhibitor has agreed to show all or part of distributor's product, exhibitor to have prior right to exhibit road-show.

80

EXHIBIT 240 (R. 268)—PARAMOUNT PICTURES IN RKO THEATRES

1. Parties: Paramount Pictures, Inc., and RKO Midwest Corp.

2. Date of Agreement: Varying dates in 1943-1944.

3. Duration: 1943-1944 product.

4. Coverage: 1st run in Albee, Palace, Grand, Family, Keiths, Lyric, Capitol, Shubert Theatres in Cincinnati, Ohio. A few pictures licensed for only one or two theatres.

5. Rental Terms: Some pictures sold on flat rental basis. Some on percentage terms varying from 15% to 65%.

6. Other Terms: Clearance as usual. In some contracts minimum admission prices fixed, in others not. Minimum admission prices raised from 55¢ in 1943 to 60¢ in 1944. One block of pictures provides for an optional moveover on some pictures at 25%.

EXHIBIT 241 (R. 269)—PARAMOUNT PICTURES IN FOX THEATRES

1. Parties: Paramount Film Distributing Corporation and Evergreen Theatre Corporation (Fox).

2. Date of Agreement: Various dates in 1943 and 1944.

3. Duration: 1943-44 season.

4. Coverage: 1943-44 Paramount features. Separate contracts for a group and for single pictures. Same terms in each contract. Specified theatres in Aberdeen, Bellingham, Bremerton, Everett, Hoquiam, Olympia, Seattle, Spokane, Wenatchee in the State of Washington. 1st and 2nd runs in each of the above towns.

5. Rental Terms: "If the total license fees (including all amounts payable hereunder by the Exhibitor after final computation hereinafter explained) paid to the Distributor for license for the exhibition of each such photoplay in the United States (including Honolulu) during the first eighteen (18) months following 'general release' of each such photoplay shall be:

1. In excess of \$1,250,000 the exhibitor shall pay as license fees on such photoplays 0.74778% of such total license fees;

2. Equal to or in excess of \$500,000 but not in excess of \$1,250,000 the exhibitor shall pay as a license fee for such photoplay 0.70115% of such total license fees;

3. Less than \$500,000 the exhibitor shall pay as a license fee for such photoplay 0.65431% of such total license fees."

6. Other Terms: For exhibition in the theatres and on the runs specified on attached schedules "for such playing time in each theatre as may be determined by the exhibitor. Such license to the exhibitor shall include, without limiting the generality of the foregoing, the right to exhibit the said photoplays at midnight shows, preview (not 'studio' previews) and on repeat engagements." As to last-named privileges not to interfere with run or clearance granted others, and repeats to be last run in zone. Clearance and availability same as in effect as the date of contract.

Moreover privileges given in Bellingham, Bremerton, Seattle and Spokane.

No minimum admission prices fixed. (One foreign picture sold at a flat rental for all towns covered in contract.)

EXHIBIT 242 (R. 269)—PARAMOUNT PICTURES IN WARNER THEATRES

1. Parties: Paramount Pictures, Inc., and Warner Bros. Circuit Management Corporation.

2. Date of Agreement: Various dates in 1943 and 1944.

3. Duration: One year, 1943-1944 season.

4. Coverage: Warner theatres in Washington, D. C. First and subsequent runs.

5. Rental Terms: Some pictures on 25%, some on 30%, some on a 35%, some on a 40% sliding scale; some on a 35% to 40% sliding scale. Special terms for "Dr. Wasel." "Going My Way" sold to Apollo Theatre at 70% over expenses. Some pictures at flat rentals. On double features on 35% and 30% pictures deduct cost of second feature not exceeding highest flat rental paid Paramount in each situation. On 25% pictures to be 20%. The Earle which plays vaudeville was sold several top pictures at 20% to \$22,500 and 50/50 over; and the "Miracle of Morgan's Creek" for the second week at 15%. The Metropolitan, following the Earle, was sold this picture at 25% to \$8,000 and 50/50 over.

The fourth block of pictures was sold to Warner's on the following terms:

"*The Hour Before Dawn*" Percentage Situations—30%, the picture may go as high as 32½% or drop to 27½%, depending on your theatres in the percentage situations in the Washington Exchange territory making an over-all profit of 35% of the film rental paid us.

Flat Rental Situations—Same flat rental to be paid us as generally paid for 30% pictures such as *Palm Beach Story* or *Happy Go Lucky*.

"*Navy Way*"—22½% or same flat rental as paid for *Aerial Gunner*.

"*You Can't Ration Love*"—20% or low flat rental. Usual clearance to apply.

In those percentage situations where we customarily allow you percentage terms less than the regular deal, you are to receive the same consideration on the pictures above. The fifth and sixth blocks were sold on somewhat similar terms.

6. Other terms: First run in the City of Washington with 21 days clearance after last play date over all theatres in the City of Washington, including colored theatres, with the following clearance over towns adjacent to the City of Washington: Rockville, 21 days; Laurel, 14 days; Silver Spring, 21 days; Alexandria, 14 days; Clarendon, 21 days; Cherrydale, 21 days; Falls Church, 21 days; Gaithersburg, Mt. Rainier, Capitol Heights, Bethesda, Hyattsville.

Admission prices not specified.

EXHIBIT 243 (R. 269)—PARAMOUNT PICTURES IN LOEW THEATRES

1. Parties: Paramount Pictures, Inc., and Marcus Loew Booking Agency.

2. Date of Agreement: May 17, 1945.

3. Duration: 3 years—1941–1942, 1942–1943, 1943–1944 seasons.

4. Coverage: Greater New York City. Subsequent run.

5. Rental Terms: For the circuit, combination of 2 pictures starting at 30% for the 2 pictures and graduating up, allowing the exhibitor 25% of the film rental as profit at all times until the distributor has 40% of the gross as

film rental. The balance of the gross divided 50% to the distributor and 50% to the exhibitor. Deductions for second feature of another distributor, for Screeno and vaudeville. Special terms for State and Embassy Theatres. House expense figures set out in an attached schedule. "Standing Room Only" sold to Criterion Theatre 1st run for 70% after expenses are deducted.

6. Other Terms: Clearance not specified. Admission prices not specified.

EXHIBIT 244 (R. 269)—WARNER PICTURES IN PARAMOUNT THEATRES

1. Parties: Vitagraph, Inc., and United Detroit Theatres Corp. (Paramount).
2. Date of Agreement: Various dates in 1943 and 1944.
3. Duration: 1943-1944 season.
4. Coverage: 1st run and subsequent run in Exhibitor's theatres in Detroit, and first run in Exhibitor's theatres in Birmingham, Michigan.

5. Rental Terms: On percentage pictures. Some at 30% to a split figure and 1% increase for each \$8,200 to another split figure, then 50-50. Reversion downward for second week if gross less than first split figure. Some at 35% to a split figure then 50-50 with reversion downward if gross less than splitting point. Lower terms on carry-overs. Some first runs and all subsequent runs at flat rentals. First runs in Birmingham on flat rental basis.

6. Other Terms: The number of days of playing time is specified for different pictures and different theatres. No minimum admission prices are specified for the first-run theatres, but are for the subsequent-run theatres. There is a clearance schedule covering the exhibitor's subsequent-run theatres. The first-run clearance schedule is as follows:

Regular Releases: Radius Not Less Than 22 Miles: Until four (4) weeks after our last playdate, including Detroit, and Wyandotte, Windsor, Walkerville, Sandwich, and not to be announced nor advertised for showing until three (3) weeks after our last playdate of this engagement.

Radius 22 Miles to 60 Miles: Until one (1) week after our last playdate including Detroit, Mt. Clemens, Ann

Arbor, Ypsilanti, Monroe, Trenton, Pontiac, and Port Huron, and not to be announced nor advertised for showing until after our last playdate of this engagement.

Special or "Run" Pictures: Radius Not Less Than 22 Miles: Until six (6) weeks after our last playdate, including Detroit, Wyandotte, Windsor, Walkerville, and Sandwich, and not to be announced nor advertised for showing until four (4) weeks after our last playdate of this engagement. Mt. Clemens is specifically eliminated from the above; clearance on Mt. Clemens shall be two (2) weeks after our last playdate and that such production or productions shall not be announced nor advertised for showing until one (1) week after our last playdate of the Detroit engagement.

Radius 22 Miles to 60 Miles: Until one (1) week after our last playdate, including Detroit, Ann Arbor, Ypsilanti, Monroe, Trenton, Pontiac, and Port Huron, and not to be announced nor advertised for showing until after our last playdate of this engagement.

EXHIBIT 245 (R. 270)—WARNER PICTURES IN FOX THEATRES

1. Parties: Warner Bros. Pictures Distributing Corporation and Fox West Coast Agency Corporation.

2. Date of Agreement: Various dates during 1943-44 season.

3. Coverage: 1943-44 Warner features. Separate contracts for various groups. Specified theatres in San Francisco and eighteen towns in San Francisco exchange area.

4. Rental Terms: Certain of the pictures are listed on flat rental terms and certain on a sliding scale percentage. Typical of the agreements for the various blocks is this provision: "With respect to the flat rental terms listed on the Schedule 'A' attached and made a part of our License Agreement and Supplement, dated September 14th, 1943, it is understood and agreed that the flat rentals listed therein shall be paid by us to you. When this photoplay has completed its engagements in all of the situations or runs on Schedule 'A' wherein it is licensed to us for exhibition at flat rental, the box office receipts realized from the flat rental situations as described below shall be compared with the average box office receipts

realized from the exhibition of the following photoplays at flat rental in the same flat rental situations:

They Died With Their Boots On
Kings Row
Captain of the Clouds
The Gay Sisters

and if the sum total of the box office receipts realized from the engagement of Watch On the Rhine exceeds the average of the sum total of the box office receipts of the four pictures listed, the box office receipts percentage increase shall be determined and all of the flat rental prices on Schedule 'A' shall be increased in the same proportion."

With respect to percentage terms the various contracts provide as follows: "With respect to the situations listed herein, wherein a photoplay has been licensed at a percentage of the box office receipts terms, the photoplay, unless otherwise provided herein, based upon box office results shall receive from twenty percent (20%) to forty percent (40%) single bill, based upon the one percent (1%) sliding scale figures attached to, and made part of, this agreement, plus a sum equal to fifty percent (50%) of the amount by which the box office receipts exceed the forty percent (40%) sliding scale figure multiplied by the number of units of play time given to the photoplay."

5. Others Terms: "The exhibitor is hereby granted the same number of days of clearance and the same availability for each of its situations on runs as are in effect at the date hereof. All runs are to be deemed first run in each town, situation or zone unless otherwise indicated in writing." No minimum admission prices fixed.

EXHIBIT 246 (R. 270)—WARNER PICTURES IN RKO THEATRES, NEW YORK CITY CIRCUIT

1. Parties: Vitagraph, Inc. (Warner) With Keith-Albee-Orpheum Corporation (RKO).
2. Date: Various dates in 1943 and 1944.
3. Duration: 1943-44 seasons.
4. Coverage: Subsequent run in RKO's metropolitan New York theatres.
5. Rental Terms: For the most part pictures were sold on a sliding scale percentage basis starting at 20%, graduating up by 1/2 percent steps to 25%, each step except the

last being based upon an increase of 5,200 over the preceding split figure. After the 25% splitting figure was reached the distributor was to get a certain flat bonus sum plus 50% of the gross receipts in excess of the splitting figure. Generally pictures were sold on a 5- to 7-day playing-time basis and the above terms were for the 1st five days. A substantial discount was allowed for pictures played on the 6th and 7th days. Special terms for Midway Theatre in Forest Hills. Some pictures were sold on a total film rental basis for specified theatres; some pictures were sold at varying flat rentals to different theatres.

6. Other Terms: Most of the contracts which are part of this exhibit incorporate by reference paragraphs 5, 6, 7, 8, and 9 of an agreement of November 5, 1942. This latter agreement is part of this exhibit. The paragraphs referred to provide for first showing 7 days after downtown Manhattan and certain downtown Brooklyn theatres. Except for a few specified exceptions, 7 days' clearance, over all theatres in the counties where RKO's theatres are, in Nassau county, is given RKO theatres listed on schedule A. Minimum admission prices fixed.

EXHIBIT 247 (R. 270)—LOEW PICTURES IN WARNER THEATRES

1. Parties: Loew's, Incorporated, and Warner Brothers Circuit Management Corp.
2. Date of Agreement: November 2, 1943.
3. Duration: 1943-44.
4. Coverage: Warner subsequent-run theatres in Washington, D. C.

5. Rental Terms: The distributor shall designate the classification for each picture at each theatre on one of the following classifications: Classification I: 40% sliding scale; Classification II: 35% sliding scale; Classification III: 30% sliding scale; Classification IV: 25% or flat; Classification V: 20% or flat. The sliding scale is set upon a basis of what the picture does in certain test situations—specified Warner theatres in designated towns—taking into consideration a number of listed factors such as units of playing time. Depending upon whether the picture grosses an amount equal to test figure the ultimate percentage may be above or below the sliding scale percentage. Provision made for flat rental and straight percentage.

sales on some pictures. Deductions for double features and where occasional vaudeville.

6. Other Terms: Minimum admission prices not specified. Some clearances shown on deal sheets.

EXHIBIT 248. (R. 270)—LOEW PICTURES IN RKO THEATRES

1. Parties: Loew's, Inc., and RKO Midwest Corporation.
2. Date of Agreement: Various dates in 1943 and 1944.
3. Duration: 1943-1944 season.
4. Coverage: RKO's theatres in Cincinnati, Ohio. Some pictures designated for a specified theatre, some for a number of theatres.
5. Rental Terms: Generally on a sliding scale percentage basis starting at 25%, with certain theatres allowed higher splitting points than others.
6. Other Terms: Minimum admission prices fixed; not the same for each theatre. Clearance generally the same for all theatres, generally from 5 to 7 weeks over subsequent runs and numerous towns in Ohio and Kentucky. 14 days over several towns in Indiana. Certain move-over privileges given.

EXHIBIT 249 (R. 270)—LOEW PICTURES IN FOX THEATRES

1. Parties: Metro-Goldwyn-Mayer Distributing Corporation and Fox West Coast Theatres Corporation.
 2. Date: August 31, 1936 (Franchise) and various dates in 1943 and 1944.
 3. Duration: Franchise from Sept. 1, 1936, to August 31, 1945, and 1943-44 contracts.
 4. Coverage: Loew's State Theatre, United Artists Downtown Theatre, Four Star Theatre, Grauman's Chinese Theatre, or comparable theatres of Exhibitor in Los Angeles. 1st run.
- The franchise terms are set out in Exhibit 187.
5. Rental Terms: For 1943-44 season, some on sliding scale percentage, some on flat rental. Double bill allowance.
 6. Other Terms: Minimum admission prices fixed.

**EXHIBIT 250—PARTS 1 AND 2 (R. 270)—LOEW PICTURES
IN PARAMOUNT THEATRES IN CHICAGO, ILL.**

Part 1

1. Parties: Loew's Incorporated and Balaban & Katz Corporation.

2. Date: Various dates in 1943 and 1944.

3. Duration: 1943-1944.

4. Coverage: First run—Chicago. 1943-44 Loew features in Paramount theatres. Separate licenses for each picture or groups (29)—with some contracts superseded by later ones.

5. Rental Terms: (1) Flat rentals. (2) On sliding scales, i. e., percentage based on gross receipts with proviso "The sliding scale terms in this contract cover first week of run. Each subsequent week, or any part thereof, to be played on the following terms: Distributor to receive 70% of all gross receipts in excess of actual operating expense" or (3) Gross receipts in excess of weekly house expense to be divided as follows: 70% Distributor, 30% Exhibitor. The exhibitor may deduct cost of second feature from total gross receipts before computing Distributor's share, or (4) Sliding scale plus: (Contract 7076FT) in licensing "Swing Shift Maie" for exhibition at Apollo Theatre; licensee "may play the above picture at the Chicago Theatre, 7 days, \$5,000" or (5) Sliding scale plus agreement that feature will not be exhibited on a double feature program ("Madame Curie" license—#7869).

6. Other Terms: Only 1 or 2 pictures contracted for from each block. Sliding scale percentage starts from 25%. Minimum admission prices specified in rider attached to each license.

7. Clearance: "21 days on all theatres in Chicago Loop district, except moveover engagements on any picture that plays in the first run out-lying Chicago district, 14 days after completion of the first Loop showing. 28 days on all theatres in the Chicago Loop district, except moveover engagements, on any picture that plays in the Chicago out-lying district, 21 days after completion of the first Loop showing. 21 days on all theatres in the city of Chicago outside of the Loop district and in Cook, Du Page and Lake Counties in Illinois (except Waukegan, Ill., which may play immediately following), and in Lake

County, Ind. No theatres in the following counties to play until after close of the engagement on any picture played for one week and not until 14 days after the opening day on any picture played more than one week: McHenry, Kane, De Kalb, Kendall, Will, Grundy, and Kanakee Counties in Illinois. Porter and La Porte Counties in Indiana."

Part 2

1. Parties: Same.
2. Date: Various dates in 1943 and 1944.
3. Duration: 1943-1944.
4. Coverage: Balaban & Katz subsequent run Chicago, and outlying theatres.
5. Rental Terms: Either on a total flat rental for a number of specified theatres or 25% of gross until Exhibitor has a profit equal to $\frac{1}{3}$ of Distributor's 25%. Receipts thereafter to be divided 75% to Distributor and 25% to Exhibitor, on a cumulative basis.
6. Other Terms: Minimum admission prices fixed, and clearance set out for each theatre.

EXHIBIT 251 (R. 270)—FOX PICTURES IN PARAMOUNT THEATRES

1. Parties: Twentieth Century-Fox Film Corporation and Lucas and Jenkins (Paramount).
 2. Date: Various dates in 1943 and 1944.
 3. Duration: 1943-44 seasons.
 4. Coverage: 1st, 2nd, and 3rd runs in a number of theatres in a number of towns in Georgia.
 5. Rental Terms: Some first runs in some theatres as high as 35%; others as low as 20% and at flat rentals. Some pictures sold for a total sum covering a number of runs over the circuit, including four consecutive runs in Macon and Savannah, Georgia; on some pictures the exhibitor had the option to pay on a percentage or flat rental basis. On 1 picture after reaching a control figure 40% was to be paid from 1st dollar.
- The 2nd and 3rd runs with rare exception are sold at flat rentals. The average flat rental price for the top picture in the blocks sold on 2nd run for a 2 or $\frac{2}{3}$ day play time was less than \$60, the average of the rest was below \$35. The average 3rd run rental for 2 days was less than \$30.

6. Other Terms: On some pictures in some towns hold-over privileges at 5% discount. No minimum admission prices fixed; no clearance terms.

EXHIBIT 252 (R. 270)—FOX PICTURES IN WARNER THEATRES

1. Parties: Twentieth Century-Fox Film Corporation and Warner Brothers Circuit Mgt. Corp.
2. Date: Various dates in 1943 and 1944.
3. Duration: 1943-44 season.
4. Coverage: 1st and subsequent runs in Warner theatres in Philadelphia, Pa.
5. Rental terms: Varied with picture and theatre. Some on straight percentage, some on percentage plus 50% after a certain splitting point. Some on flat rentals. Reductions for holdover runs.
6. Other Terms: No minimum admission prices specified. Clearance: As per clearance sheets dated 10/7/43. The clearance sheets were not received by the Government.

EXHIBIT 253 (R. 271)—FOX PICTURES IN LOEW THEATRES

1. Parties: Contract between Twentieth Century-Fox Film Corporation and District Amusement Corporation (Loew).
2. Date of Agreement: Various dates in 1944.
3. Duration: 1943-44 season.
4. Coverage: Showing of certain Fox pictures for the 1943-44 season in the Palace, Capitol or Columbia theatres in Washington, D. C.
5. Rental Terms: Fox was to receive percentage of gross receipts ranging from 15% to 40% depending upon, where and what picture played; and in the case of three designated pictures Fox was to receive 50% of the gross receipts over and above \$5,000. A flat rental ranging from \$1,000 to \$4,000 was provided for certain pictures to be played in specified theatres.
6. Other Terms: The agreement provided for exclusive first run in Washington, D. C., and all surrounding towns with 21 days clearance after conclusion of showing. 14 days over Alexandria, Va., Arlington, Va., Delray, Va., Cherrydale, Va., Capitol Heights, Md., Falls Church, Va., Fort Myer, Va., Round Hill, Va., Mt. Rainier, Md., Hyattsville, Md., Laurel, Md., Marlboro, Md., Silver

Spring, Md., Rockville, Md., Bethesda, Md., Gaithersburg, Md., Poolesville, Md.

A provision regarding minimum admission prices was inserted but the spaces re such prices were left blank.

EXHIBIT 254 (R. 271)—FOX PICTURES IN RKO THEATRES

1. Parties: Twentieth Century-Fox Film Corporation and Keith Massachusetts Corp., (RKO), Keith Memorial Theatre Corp. (RKO).
2. Date: (1) Nov. 1, 1943, (2) Dec. 15, 1943, (3) April 12, 1944, (4) June 14, 1944, (5) Mar. 9, 1944, (6) Oct. 4, 1944.
3. Duration: 1943-1944 Season.
4. Coverage: The licenses cover the exhibition of features in RKO theatres in Boston. Runs are not specified except by reference to a preceding license; the clearance is similarly specified by reference to a prior license.
5. Rental Terms: (1) Contract dated Nov. 1, 1943. Flat rentals for two pictures named. (2) Contract dated Dec. 15, 1943. Sliding scale percentage based on total gross receipts—after deducting cost of second feature—not to exceed \$1,000.00. (3) Contract dated April 12, 1944. Flat rentals for two pictures named. (4) Contract dated June 14, 1944. Flat rental for two pictures named. (5) Contract dated Mar. 9, 1944. Sliding scale percentage based on total gross receipts. After deducting actual cost of 2nd feature—not to exceed \$1,000.00. (6) Contract dated Oct. 4, 1944. Sliding scale as above. Reduced terms for 2nd week.
6. Other Terms: No minimum admission prices specified. No clearance terms specified.

EXHIBIT 255 (R. 271)—RKO PICTURES IN PARAMOUNT THEATRES

1. Parties: Contract between RKO Radio Pictures Inc. and United Detroit Theatres Inc. (Paramount).
2. Date of Agreement: Various dates in 1944 and 1945.
3. Duration: 1943-44 season.
4. Coverage: Showing of RKO pictures in the Rivera, Fisher, Cinderella, Madison, Ramona, Birmingham, Bloomfield, Vogue, Varsity, Melvindale, Alger, Northwest and Rosedale theatres in Detroit, Michigan, and suburbs.

5. Rental Terms: RKO was to receive rental, depending upon the picture and where played, as follows:

(A) "Bride By Mistake"—30% of gross receipts up to \$20,867; thereafter 50% of the gross. It was further provided that if the gross was less than \$20,867 the percentage was to be reduced to 25%. The play date was to be not later than 1/12/45.

(B) "Government Girl"—flat rental ranging from \$35 to \$1,000 depending upon the theatre in which the picture was shown.

(C) "Tender Comrade"—25% of the gross receipts. It was further provided that the actual cost of second feature for each theatre was to be deducted from gross receipts of each theatre before computing RKO's share from each theatre.

(D) "Fallen Sparrow", "Lady Takes A Chance", "Iron Major", "Around the World", "Higher and Higher"—flat rental ranging from \$35 to \$1,500 depending upon the picture and where played.

6. Other Terms: (A) *Clearance*—(1) *First run*—of Detroit:

(a) Regular releases—radius not less than 22 miles—until 4 weeks after their last playdate, including Detroit and Wyandotte; radius 22 to 60 miles—until 1 week after their last playdate, including Detroit, Mt. Clemens, Ann Arbor, Ypsilanti, Monroe, Trenton, Pontiac, and Port Huron.

(b) *Specials or Run Pictures*—radius not less than 22 miles—until 6 weeks after their last playdate, including Detroit and Wyandotte. Mt. Clemens was specifically eliminated from above and in lieu thereof clearance on Mt. Clemens to be 2 weeks after their last playdate—radius 22 to 60 miles—until 1 week after their last playdate; including Detroit, Ann Arbor, Ypsilanti, Monroe, Trenton, Pontiac, and Port Huron.

(2) *Subsequent run*—Detroit and Suburban: Specified in detail.

EXHIBIT 256 (R. 271)—RKO PICTURES IN WARNER THEATRES

1. Parties: RKO Pictures Corporation and Warner Bros. Circuit Management Corp.

2. Date: Various dates beginning Nov. 16, 1943.

3. Duration: 1943-44 season.

4. Coverage: Separate deal sheets for each group of pictures to be exhibited in Warner Theatres in Pittsburgh area, 1st, 2nd, and 3rd run.

5. Rental Terms: Film rentals are sometimes flat figures, sometimes percentage rentals based on gross receipts: 114 deal sheets and supplements thereto constitute this exhibit. On extended run in Ritz "Lady Takes a Chance" sold at 26%.

6. Other Terms: No minimum admission prices nor clearance specified.

EXHIBIT 257 (R. 271)—RKO PICTURES IN LOEW THEATRES

1. Parties: Memorandum contract between RKO Radio Pictures, Inc., and Loew.

2. Date of Agreement: Various dates in 1944 and 1945.

3. Duration: 1943-44 season.

4. Coverage: Showing of certain RKO pictures in Poli or Palace theatres in Hartford, Connecticut.

5. Rental Terms: RKO was to receive flat rental on certain pictures ranging from \$158.75 to \$317.50, depending upon the picture and where shown; in other situations percentage of gross ranging from 20% to 35% (less DF) depending upon the picture and where shown.

6. Other Terms: A number of spot booking arrangements.

Memorandum contract dated December 22, 1943, states "as per schedule attached," but schedule is not attached.

EXHIBIT 258 (R. 271)—RKO PICTURES IN FOX THEATRES

1. Parties: RKO Radio Pictures, Inc., and Evergreen Theatres Corporation (Fox).

2. Date: Various dates in 1943-1944.

3. Duration: 1943-1944 season.

4. Coverage: Fox Theatres in Portland and Vancouver.

5. Rental Terms: Both sliding scale, based on percentage of gross receipts, and flat rentals for first and subsequent runs in theatres operated by Fox and specified in exhibit.

Pictures in the blocks designated as "A" and "B" are usually rented 1st run at a percentage of "20% to 40% plus 50% in excess of 40%" and subsequent run at flat rental; pictures in blocks "C", "D" and "E" are

rented for a flat fee in all runs. Some film rentals are left open with the notation (Sched. "A" October 19, 1944) "agree locally".

Provision is made for rentals on holdover pictures or for pictures having additional playing time. The agreement of November 1, 1943, reads: Terms are subject to attached RKO Radio Pictures Inc. Standard Form of Exhibition Contract and Supplemental Agreement.

6. Other Terms: Moveovers, holdovers and double bills have special terms.

No minimum admission prices specified. No clearance terms specified.

EXHIBIT 259 (R. 271)—UNIVERSAL PICTURES IN WARNER THEATRES

1. Parties: Warner Bros. Circuit Management Corp. and Universal Film Exchanges, Inc.

2. Date of Agreement: Various dates in 1941, 1942 and 1943.

3. Duration: 1941-42, 1942-43, 1943-44 season.

4. Coverage: Warner's first-run Philadelphia theatres.

5. Rental Terms: For each of the three seasons Universal was to receive as the basic formula the following:

5 pictures at 35%, 2½% off for double bill.

5 pictures at 30%, 2½% off for double bill.

5 pictures at 25%, 5% off for double bill.

Balance of commitment, 20% (if d. b. 15%) or flat, rental.

The deal sheet dated Dec. 1, 1941, contains the following provisions:

30 pictures; selection out of 43.

Boyd or Stanley or Fox

(5) pictures: If gross is \$8,000 or less, 20%; If gross is \$15,000 or less, 25%; If gross is in excess of \$15,000, 30%; If gross is in excess of \$20,000, 32½%; If gross is in excess of \$25,000, 35%.

Aldine or Stanton or Capitol or Karlton or Keiths

If Aldine, terms to be agreed upon when booking is made.

(30): (10) pictures, 25% of gross; (15) pictures, 20% of gross.

For any picture playing a second week or any part thereof, terms to be five percent less than earned first week with a minimum of 20%. If gross same as first week, same terms as first week.

Any picture that Warner deems not suitable for showing first run Philadelphia may be eliminated without charge.

The deal sheet for the 1941-42, 1942-43, 1943-44 seasons covering carry-over first run at Karlton or provides that rental shall be 20% to \$2,500, thereafter 50% split.

Deal sheet dated Oct. 26, 1943, for "Fired Wife" at the Earle which provides for a 6-day run at \$1,750.

The agreement also contained the following provision:
 "Revision of national allocations in the three top brackets may be obtained by Warner submitting to Universal sufficient evidence of failure of any picture to gross, in the percentage situations, a total amount comparable to grosses of previous pictures of the distributor which have warranted 35%, 30% and 25% allocations."

6. Other Terms: The following items were to be negotiated and agreed upon between Mr. William A. Scully and their zone managers:

A. Total commitments each situation.

B. Break-down of commitments against theatres in each situation.

C. Total number percentage pictures to be played in each situation.

D. Flat rental situations and prices for each bracket.

E. Clearance.

The following provision is included in the agreement:

"The total number of pictures in the three top brackets is to be cumulative over the three-year period; that is, neither party is obligated to allocate five pictures in each of the three brackets each year but may allocate more or less as the Universal production schedule may justify from year to year. If, by July 1st, 1943, Universal has allocated and Warner has accepted more than ten (10) pictures in any of the three top brackets, then the number of pictures in such brackets to be delivered for the season 1943-44 is to be subject to renegotiation."

Overage and underage to remain the same as in 1940-41 master agreement with following modification:

Film rentals payable for extended playing time on the

top 10 pictures beyond playing time contracted for in the deal sheets shall not count as overage.

Clearance provided for in connection with each specific situation.

EXHIBIT 260 (R. 271)—RKO PICTURES IN WARNER THEATRES

1. Parties: RKO Film Booking Corporation, Warner Bros.

2. Date: November 12, 1943.

3. Duration: 1943-44 season.

4. Coverage: Hippodrome and Palace Theatres, Cleveland, Ohio.

5. Rental Terms: Warners has selection of "20 out of 50 pictures" for exhibition at Hippodrome and Palace.

As to Hippodrome: Eight pictures at sliding scale starting at 30% of gross.

As to Hippodrome or Palace: Eight pictures: If at the Hippodrome, 25% up to \$12,000 then 50/50. If at the Palace, terms to be agreed upon. Four pictures: If Hippodrome, 20%; if Palace, \$1,000.

"5 outside pictures, same as top terms."

For each picture moved to Allen, terms to be 5% less than Hippodrome before split.

EXHIBIT 261 (R. 271)—UNIVERSAL PICTURES IN PARAMOUNT THEATRES

1. Parties: Agreement between Universal Film Exchanges, Inc., Interstate Circuit, Inc. (Paramount), and Texas Consolidated Theatres, Inc., of Dallas, Tex. (Paramount).

2. Date of agreement: May 8, 1941.

3. Duration: 1941-42, 1942-43, 1943-44 seasons.

4. Coverage: Showing of Universal features, 1st and number of subsequent runs, shorts, serials, and news product for the seasons referred to above in certain specified theatres located in New Mexico and Texas.

5. Rental terms: Universal was to receive the sum of \$260,000, payable at the rate of \$5,000 per week for 52 consecutive weeks, commencing September 4, 1941. The contract provided that these payments were for certain units of service as specified. It was also provided that certain credits would be allowed if Universal should deliver less product than specified.

6. Other terms: The exhibitor had the right to exhibit any feature picture governed by the agreement in each first-run theatre at one midnight preview. Universal further agreed to hold available for the exhibitor six prints of each major picture for 30 days after available date and four prints on ordinary releases, provided exhibitor completes the first-run showing in such period for Dallas, Houston, San Antonio, Fort Worth, and Austin.

The agreement also provided that for the 1942-43 season there would be a review and revision of the weekly payment by November 1, 1942. The contract stated that the purpose of this review and revision was to determine whether the \$5,000 weekly payment plan shall be revised upward or downward. A similar arrangement was made for the 1943-44 season.

The exhibitor agreed to play product on substantially nationally designated percentage terms, set up by the distributor; these designations to be mutually agreed upon, based on performance; and if as a result of these designations on feature product there is an excess sum of money accumulated beyond the \$260,000 payment, then Universal shall participate to the extent of 50% of this excess.

Exhibitor is not obligated to play any picture contracted for.

Subsequent run availabilities set out.

EXHIBIT 262 (R. 271)—UNIVERSAL PICTURES IN LOEW THEATRES

1. Parties: Universal Film Exchanges, Inc., Poli-New England Theatres, Inc. (Loew's).

2. Date: January 12, 1944.

3. Duration: Part of 1943-44 season.

4. Coverage: Poli, Majestic, Globe, Lyric Theatres, Bridgeport.

5. Release Terms: "Exhibitor agrees to play (5) pictures at the following terms: Any pictures that play Poli theatre as top pictures are to be played at a percentage of the gross box office receipts from twenty-five percent (25%) graduating upward to forty percent (40%) depending upon the amount of such box-office receipts, by one percent (1%) graduation as indicated by the sliding scale hereto attached. If any of these pictures do not gross \$6,300, terms revert to twenty percent (20%).

Any pictures that play the Majestic theatre as top pictures are to be twenty-five percent (25%) of the gross if any of these pictures do not equal or exceed \$5,000, terms to revert to twenty percent (20%).

Deduct: Cost of 2nd feature from gross in each of the above in an amount not to exceed \$275.00, before figuring percentages.

Any flat rental pictures that play Poli or Majestic as 2nd features are to be \$275.00 each. The exhibitor may play (10) pictures at the Globe or Lyric Theatres at \$100.00 for 3-4-7 days."

Licenses for "specials"—"*Flesh & Fantasy*" and "*Three Cheers for the Boys*" are part of this exhibit, they include:

Rental terms: "Any pictures that play Poli theatre as top pictures are to be played at a percentage of the gross box office receipts from 25% graduating upward to 40%, depending upon the amount of such box office receipts, by one percent (1%) graduation as indicated by the sliding scale hereto attached. If any of these pictures do not gross \$6,300, terms revert to 20%. Any pictures that play Majestic theatre as top pictures are to be 25% of the gross. If any of these pictures do not equal or exceed \$5,000, terms revert to 20%. **Deduct:** Cost of 2nd feature from gross in each of the above in an amount not to exceed \$275.00 before figuring percentage."

Also two Walter Wanger Productions at Rental Terms: "Any pictures that play Poli theatre as top pictures are to be played at a percentage of the gross box office receipts from 25% graduating upward to 40%, depending upon the amount of such box office receipts, by one percent (1%) graduation as indicated by the sliding scale hereto attached. If any of these pictures do not gross \$6300, terms revert to 20%. Any pictures that play Majestic theatre as top pictures are to be 25% of the gross. If any of these pictures do not equal or exceed \$5,000, terms revert to 20%. **Deduct:** Cost of 2nd feature from gross in each of the above amount not to exceed \$275.00 before figuring percentage." One Julian Duvivier Production at same terms.

6. Other Terms: No minimum admission prices specified. Clearance: 30 days in Bridgeport, 14 days before Fairfield, Stratford, Westport, Wildmere Beach, and Milford.

EXHIBIT 263 (R. 271)—UNIVERSAL PICTURES IN FOX THEATRES

1. Parties: Universal and Fox Midwest Amusement Corporation.

2. Date: February 23, 1944.

3. Duration: 1943-1944 season.

4. Coverage: 1st run. Kansas City, Mo.

5. Rental Terms: Five at 20% to 40% plus 50% in excess of 40% sliding scale; $2\frac{1}{2}\%$ reduction for double bills but minimum is 20%. Five at 20% to 40% in excess of 40% sliding scale, same double bill deductions. Six at 40% to 20%, if double bill, 5% reduction, but 20% minimum. Five outside producers releases at first or second group terms. Two at \$550; the rest at \$385. These flat-rental pictures could play day and date at 2 out of 3 of the following theatres: Tower, Uptown, and Esquire. Except as to 7 flat-rental pictures contracted for, if they played Esquire or Uptown, \$220. If additional pictures used: \$275 at the Tower; \$220 at the Uptown or Esquire; \$137.50 if at Plaza for $\frac{3}{4}$ days.

6. Other Terms: Commitment: 31 if less than 50 released; 32 if 50 released; 33 if 51 or more released. Playing time is 7 days. Vaudeville terms on percent pictures to be agreed upon. This exhibit is a single deal sheet. It states that its terms are subject to a Master Agreement dated 9/30/41 and a Special Letter Agreement dated 2/23/44. Neither of these two last-mentioned agreements was furnished the Government. The deal sheet also states that percentage formula figures that apply to each theatre are set forth on Schedule B dated September 4, 1943. This schedule was not furnished the Government.

EXHIBIT 264 (R. 271)—COLUMBIA PICTURES IN THEATRES OF POLI-NEW ENGLAND THEATRES, INC. (LOEW'S), IN BRIDGEPORT, CONNECTICUT

1. Parties: Columbia Pictures Corporation and Poli-New-England Theatres, Inc.

2. Date: June 1, 1942.

3. Duration: 1943-1944 season.

4. Coverage: Poli and Majestic Theatres, Bridgeport, Conn.

5. Rental Terms: Sliding scale with the Exhibitor having the selection of "34 pictures out of 44." 8 to play

Poli only on sliding scale. If on double bill, terms reduced to $2\frac{1}{2}\%$. 4 to play Poli only on sliding scale. If on double bill, $2\frac{1}{2}\%$ reduction. 22 at \$300 each. With respect to the 12 top percentage pictures the distribution is to receive a minimum of 20%. "Sliding Scale" annexed to exhibit. Run and Clearance: Exclusive first run, Bridgeport. 30 days in Bridgeport, 14 days before Fairfield, Stratford, Westport, and Walnut Beach.

EXHIBIT 265 (R. 271)—COLUMBIA PICTURES IN FOX THEATRES

1. Parties: Columbia Pictures Corp. and Affiliated Theatres Corp. (Fox).

2. Date of Agreement: November 23, 1942.

3. Duration: Three years—Sept. 1, 1942—Sept. 30, 1943; Sept. 1, 1943—Sept. 30, 1944; Sept. 1, 1944—Sept. 30, 1945.

4. Coverage: Washington and Oregon. Thirty to forty photoplays to be released by the distributor each season.

5. Rental Terms: Eight pictures on a percentage basis from 50% to 20% minimum of the net box office receipts computed in relation to the one percent sliding scale or reversion figures as specified on the deal sheets. Eight pictures on a percentage basis from 40% to 20% minimum computed on the same basis. The balance on a flat rental basis. The percentage is reduced $2\frac{1}{2}\%$ on the first eight and 5% on the second eight when the feature is exhibited on a double feature program; computation is based upon 10ths and 12ths relating to the days of exhibition. When exhibited with a stage show or vanderbille a fair and reasonable percentage shall be agreed upon or arbitrated. For flat rental photoplays held over, the rental is 50% of the flat rental figure computed on a daily basis; and for percentage pictures the hold-over may revert to 15% computed on the same basis as for the original showing. A similar provision applies to move-overs.

6. Other Terms: Pictures exhibited in the one or two seasons immediately preceeding may be shown without cost in conjunction with another photoplay of the exhibitor.

The designations of the distributor of those plays to be agreed upon in the first 16 on a percentage basis may be arbitrated.

Photoplays released by the distributor in excess of 40 shall first be offered to the exhibitor.

Eliminations by the exhibitor shall be made only from the percentage and highest flat rental classifications in theatres where the exhibitor has agreed to exhibit part of the product only. In theatres where the exhibitor has to exhibit the entire product he may eliminate four photo-plays from those included in the lowest flat rental classification only:

A shortage of commitment in any single theatre may be offset by an overage in another theatre in the same exchange territory.

In the event any theatre closes for a period of 8 days the contract is cancelled as of the first day the theatre closed and in the event of sale, if the distributor is not willing to transfer the contract to the purchaser the agreement is also cancelled.

Runs are specified on deal sheets which are not annexed to the exhibit.

The cost of give-aways may be deducted from the rental.

In a letter dated November 23, 1942, it is stated that the deal sheets do not contain the clearance but that the understanding is that the clearance to be specified in no event would be less favorable than that granted to each theatre for the motion picture season 1941-42.

EXHIBITS 266, 266a (R. 271, 2159)—COLUMBIA PICTURES IN WARNER THEATRES

1. Parties: Columbia Pictures Corporation, Warner Bros. Circuit Management Corporation.
2. Date: September 1, 1943; May 18, 1944.
3. Duration: 1943-44, 1944-45, 1945-46.
4. Coverage: First-run Warner circuit except as otherwise indicated by deal sheets¹ or this agreement.
5. Film Rentals: As specified on deal sheets.
6. Other Terms: Clearance in accordance with clearance schedule, Schedule B.² If clearance is granted against a named theatre or theatres indicating that it is the intention of the distributor to grant such clearance against all theatres in the immediate vicinity of the exhibitor's theatre, then unless otherwise provided in said "Schedule B" such clearance shall include any theatre in such vicinity thereafter erected or owned.

¹ Deal sheets not furnished government.

² Not furnished government.

Exhibitor not obligated to take foreign pictures, program western or pictures having an animal as principal character.

Reduction for double features, vaudeville shows, and bank nights.

Special terms for midnight shows, regular percentage terms for previews.

Selection rights except as to top 13 pictures; elimination provided for. Overage and underage provided for.

EXHIBIT 267 (R. 271) — COLUMBIA PICTURES IN PARAMOUNT THEATRES

1. Parties: Columbia Pictures Corporation and Florida Theatres, Inc.

2. Date of Agreement: December 1, 1943.

3. Duration: 1943-44 season.

4. Coverage: Florida towns, 1st and consecutive subsequent runs.

5. Rental Terms: 3 features at 35% of gross; 4 features at 30% of gross; 4 features at 25% of gross; and the remainder at flat sums.

6. Other Terms: The exhibitor agrees to play a minimum of \$4,000 worth of Columbia short subjects.

Exhibitor may use each feature 85 times. No minimum admission prices of clearances specified.

EXHIBIT 268 (R. 271) — COLUMBIA PICTURES IN RKO THEATRES, DAYTON, OHIO

1. Parties: Columbia Pictures Corporation, RKO Midwest Corporation.

2. Date: July 29, 1942.

3. Duration: Two years, 1942-43, 43-44.

4. Coverage: Keiths, Colonial, Strand, State Theatres in Dayton, Ohio.

5. Rental terms: 36 features licensed—

5 at 35% of the gross to \$11,000 and 50% over straight pictures to play Keiths.

5 at 30% of the gross to \$9,000 and 50% over straight pictures to play Keiths.

6 at 25% of the gross to \$8,000 and 50% over straight pictures to play Keiths, Colonial, Strand.

20 at 20% of the gross to play at Keiths, or Colonial, or Strand or State—if double billed at State 15% of gross.

Rental to be \$250 flat for 7 days on a 20% picture which Colonial play with vaudeville.

6. Other Terms:

1st run in Dayton, 45 days over all suburban runs. 7 days from end of run to 30 days over named towns.

Amendments by rider on percentage split figures in Keiths.

No minimum admission prices fixed.

If distributor adopts policy of distributing television productions contract to be renegotiated.

EXHIBIT 269 (R. 272)—UNITED ARTISTS PICTURES IN LOEW THEATRES

1. Parties: United Artists Corporation and Loew.

2. Date of agreement: August 31, 1943 and November 17, 1943.

3. Duration: Part of 1943-44 season.

4. Coverage: Grand Theatre, Atlanta, Georgia; Vendome Theatre, Nashville, Tennessee; "Johnny Come Lately," "Hi Diddle Diddle," "Stage Door Canteen."

5. Rental Terms: 35% to 50% split with reversion to 20 and 25% under certain conditions.

6. Other Terms: Standard contract attached. No minimum admission prices specified; no clearance terms specified.

EXHIBITS 270, 270a (R. 272, 2161)—UNITED ARTISTS PICTURES IN LOEW THEATRES, NEW YORK CITY

1. Parties: United Artists Corporation, Loew's Inc.

2. Date: September 22, 1943.

3. Duration: Part of 1943-44 season.

4. Coverage: Theatres in New York City in Loew's Greater New York Theatre Circuit.—For "Johnny Come Lately."

5. Rental Terms: "Johnny Come Lately" is to play as the "A" picture for the so-called long half playing time in all of the theatres of the Loew Greater New York Theatre Circuit, on the following terms and conditions:

Twenty-five Percent (25%) of the gross receipts until such time as the combined gross for that production of all of the so-called Loew Metropolitan Theatres (excluding the State Theatre, New York City), shall equal the operating expenses of those theatres (such operating cost

to include cost of second feature), plus the twenty-five percent (25%) film rental, plus a profit to the Exhibitor equal to Fifty Percent (50%) of the said twenty-five percent (25%) film rental. Thereafter, the gross receipts shall be divided Fifty Percent (50%) to the Distributor and Fifty Percent (50%) to the Exhibitor.

As to the State Theatre, New York City, the film rental for that production shall be computed entirely separate and apart from the computations of the film rental for the balance of the so-called Loew Metropolitan Circuit of Theatres, in the following manner:

There shall first be deducted from the gross receipts the actual cost of the stage show, musicians and stagehands, the cost of the stage show is Seven Thousand Eight Hundred and Seventy-Five Dollars (\$7,785). Then the Distributor is to receive Twenty-Five Percent (25%) of the remaining gross receipts until such time as the theatre receives an amount equal to one-half of the said Twenty-Five (25%) film rental as profit. Thereafter, the gross receipts shall be divided Fifty Percent (50%) to the Distributor and Fifty Percent (50%) to the Exhibitor.

6. Other Terms: Double bill allowance over circuit up to \$14,000. No minimum admission prices specified; no clearance terms specified.

EXHIBIT 271 (R. 272)—UNITED ARTISTS PICTURES IN WARNER THEATRES

1. Parties: United Artists Corporation and Warner Bros. Circuit Management Corporation.

2. Date of Agreement: Various dates in 1943 and 1944.

3. Duration: 1943-44 season.

4. Coverage: Entire Warner Bros. circuit for several features separately specified.

5. Rental Terms: Some at 25% of the gross receipts with permission to deduct the cost of a second feature and the cost of added attractions not to exceed \$100.

Flat rental situations shall pay the same flat rentals that have been paid in the past for United Artists 25% pictures. Some features carry a percentage of 20%, others 30%, some a flat amount of \$1,500 in specified situations, and in Stanton Theatre, Philadelphia, for the feature "It Happened Tomorrow," the rental is based on a sliding scale from 25% to \$14,000, with a 50% split thereafter.

Similar terms apply to other pictures and theatres listed.

6. Other Terms: It is generally provided as to each feature that after the completion of its engagements throughout the entire circuit the results are to be reviewed by the exhibitor and distributor and after all the factors had been weighed, consideration is to be given to an increase in the above terms.

Deductions for double features, midnight shows, extended playing time and added attractions. Clearance not specified but reference made to clearance sheets of 8/31/43.

EXHIBIT 272 (R. 272)—UNITED ARTISTS PICTURES IN FOX THEATRES

1. Parties: United Artists Corporation, Fox West Coast Agency.

2. Date: Various dates in 1943.

3. Duration: 1943-44 season.

4. Coverage: Loew's State, Chinese, Ritz, Carthay Circle, United Artists, Wilshire, Four Star and others for Los Angeles Area.

5. Rental Terms: "Stage Door Canteen." For Loew's State, Chinese and Ritz:

50% to 20% minimum single or double bill with allowance when feature played double.

"The film rental as to Loew's State Theatre is to be determined and paid as provided above.

"The film rentals on photoplays exhibited in the Chinese Theatre in Hollywood, are to be determined and paid also as provided above. When the feature has completed its engagement, if the undersigned as the Exhibitor, does not earn in the Chinese Theatre on the photoplay licensed and exhibited, the same ratio of theatre profit to film rental paid as is earned by the undersigned as Exhibitor in the Loew's State Theatre on the photoplay, then you agree to credit the undersigned or to pay the undersigned in cash, such sums of money as will give to the Chinese Theatre the same ratio of theatre profit to film rental as is earned in the Loew's State Theatre on the photoplay.

"Conversely, if the ratio of theatre profit to feature film paid on account of the exhibition of the photoplay in the Chinese Theatre shall be greater than the ratio of theatre profit to film rental paid on account of the exhibition of the photoplay in the Loew's State Theatre, then we shall

pay to you such sums of money as additional film rental so that the ratio of theatre profit to film rental shall be the same for both the Loew's State and Chinese Theatres."

For Carthay Circle:

50% to 15% minimum single or double bill.

Other terms for other theatres specified in "Schedule A" for "Victory Through Air Power" at flat rentals; "Hi Diddle Diddle."

"The Kansan" was sold in numerous situations for the most part on flat rentals.

"Johnny Come Lately" was sold first run for several theatres in Los Angeles, day and date, for the first week at 20 to 40% plus 50% of the gross receipts in excess of 40% sliding scale figure; for additional weeks, 15% to 40% plus 50% of the gross in excess of 40% sliding scale figure. Double bill allowance.

6. Other Terms: No minimum admission prices specified. No clearance terms specified.

EXHIBIT 272a (R. 2160, 2170)—UNITED ARTISTS PICTURES IN FOX THEATRES

1. Parties: United Artists Corporation, Fox West Coast Agency Corporation, Evergreen Theatres Corporation.

2. Date of agreement: Supplementary contract dated December 7, 1942 and June 24, 1943.

3. Duration: 1942-43 season.

4. Coverage: Los Angeles, San Francisco, and Seattle Exchange Territories: "Stage Door Canteen," "Lady of Burlesque."

5. Rental terms: Provided in Schedule A, which is not attached to the exhibit. Letter of June 24, 1943 provides for a deduction of 2½% for exhibition on a double feature program and permits a reversion to 15% of the box-office receipts for holdover exhibition.

6. Other terms: The cost of bank night and other giveaways may be deducted from the gross receipts in computing the rental and special terms shall be agreed upon in the event the features are shown in connection with a stage show or vaudeville.

Clearance shall be mutually agreed upon and in no event shall it be less favorable than clearance in effect on the date of the agreement.

**EXHIBIT 273 (R. 272)—UNITED ARTISTS PICTURES IN
PARAMOUNT THEATRES**

1. Parties: United Artists Corporation and Florida Theatres, Inc. (Paramount).

2. Date of agreement: September 17, 1943.

3. Duration: Part of 1943-44 season.

4. Coverage: Florida towns—"Stage Door Canteen," "Hi Diddle Diddle," "Johnny Come Lately," "The Kansan."

5. Rental terms: 35% of gross receipts to specified split films for the respective theatres, then 50% for "Stage Door Canteen", 30% of gross for specified cities for "Hi Diddle Diddle" and a flat rental basis of \$2,500 for other specified towns in Florida for the same picture. 35% of the gross for "Johnny Come Lately" in specified cities. Flat rental of \$3,000 for other cities listed. \$1,500 for "The Kansan". Rental for specified cities.

6. Other terms: 1st and subsequent runs as high as 10 specified for particular towns 100 runs of last 3 pictures licensed.

No clearance terms specified; no minimum admission prices specified.

**EXHIBIT 274 (R. 272)—UNITED ARTISTS PICTURES IN
RKO THEATRES**

1. Parties: United Artists Corporation and RKO Midwest Corporation.

2. Date of Agreement: September 1 and 16, 1943.

3. Duration: Part of 1943-44 season.

4. Coverage: Palace, Grand, Lyric, Albee, Schubert Theatres at Cincinnati, Ohio. For "Stage Door Canteen," "Victory Through Air Power," "Hi Diddle Diddle," William Cagney picture, and "The Kansan."

5. Rental Terms: "Stage Door Canteen"—40% to a 50-50 split at \$16,000. "Victory Through Air Power"—25%. "Hi Diddle Diddle"—30% to a 50-50 split at \$12,000. At the Grand and Capitol the moveover terms are 25% to \$7,000, then 50-50. If the picture does less than \$6,000, terms to revert to 20%. Cagney—65% to a 50-50 split at \$16,000. "The Kansan"—\$500.

6. Other Terms: Minimum admission prices fixed for "Hi Diddle Diddle" at the Palace and Lyric Theatres at 44-55 cents evenings for adults, 44 cents matinees for adults, and 17 cents for children.

Deduction for double bills. No minimum admission prices specified; no clearance terms specified.

EXHIBIT 383 (R. 1541)—UNITED ARTISTS PICTURES IN FOX THEATRES

1. Parties: United Artists Corporation; Fox Subsidiaries.

2. Date: Sept. 1, 1941.

3. Duration: 1941-42 season.

4. Coverage: Substantially identical contracts with the major Fox circuits covering productions of four producers. First run unless otherwise noted on deal sheets.

5. Rental Terms: Pictures on percentage are to be classified as Group I or II, according to certain defined control figures based on test situations to be compared with gross receipts. Provision for flat rentals. Flat rentals for specific theatres and group of theatres set out in attached schedules.

6. Other Terms: Additional productions of producers mentioned to be offered to exhibitor. Deduction for double bills but license fee not to go below certain percentage.

Right to eliminate subsequent runs if theatre which usually plays subsequent run has played the prior run.

On move-overs sliding scale may go to 17½ or 15%. On hold-overs scale may go to 17½%.

Special terms for additional playing time on flat rental pictures; where stage show and vaudeville policy terms to be negotiated.

Exhibitor has prior right to roadshows.

Special terms for previews and midnight shows.

As to theatres closed for 8 weeks or more, obligations cancelled, but reinstated if reopened except as to product licensed in meantime by distributor to another exhibitor.

Clearance to be agreed upon but not to be less favorable than that of prior season.

Special terms for bank night and give-aways.

EXHIBIT 384 (R. 1498)—UNIVERSAL PICTURES IN FOX THEATRES

1. Parties: Universal Film Exchanges, Inc., and Fox Midwest Amusement Corporation.
2. Date: January 16, 1939.
3. Duration: 1938-1939; 1939-1940 seasons.
4. Coverage: Fox's theatres in Kansas, Missouri, Nebraska, Illinois, and Iowa. Not less than 32 nor more than 40 features licensed.
5. Rental Terms: 1st run unless otherwise indicated on deal sheets.

The rental terms for each season are as follows: 4 photoplays each at 35% of the gross box office receipts, to be reduced to 30% if the gross does not reach a specified figure as on the Deal Sheets. 4 photoplays each at 30% of the gross box office receipts, to be reduced to 25% if the box office receipts do not reach a specified figure. 2 photoplays each at 25% of gross receipts. 2 photoplays each at 25% to be reduced to 20% if gross does not reach a specified figure. Balance: Flat.

Additional allowances are made in cases where photoplays are exhibited with vaudeville, on double bill, added attraction, give-aways, etc.

6. Other Terms: Foreign pictures; pictures of outside producers and "program westerns" are excluded from the deal.

Moveovers are permitted with additional reductions in percentage rentals; similarly with holdovers. The Exhibitor is given the first opportunity to exhibit "road show" attractions on terms to be mutually agreed upon.

In the event the Distributor releases more than 40 pictures, the excess shall be first offered to Fox in all situations where it has agreed to use all or more than half of Universal's product. In situations where there has been a split of product, the Exhibitor will receive a split of such excess over 40. The Exhibitor also has a right to eliminate 6 pictures if 40 are licensed to it, and 3 pictures if 20 licensed.

Clearance terms are to be mutually agreed upon and no less favorable to Exhibitor than clearances granted in preceding season. Existing delinquencies for film rentals due for 1937-38 season from Fox are cancelled.

If prior to July 1, 1939, either party thinks rental terms for second season are inequitable, William A. Scully, representing the Distributor, and Sypsos P. Skouros, representing the Exhibitor, to agree on equitable terms.

EXHIBIT 386 (R. 1673)—PARAMOUNT PICTURES IN RKO THEATRES

1. Parties: Consolidated Theatres, Inc., W. S. Butterfield, Inc., by W. S. Butterfield, President, by E. C. Beatty, Secretary and Treasurer.

2. Date of Agreement: Aug. 24, 1933.

3. Duration: Sept. 9, 1933—Sept. 8, 1953.

4. Terms: *Consolidated Theatres, Inc.*, is the lessee of the following theatres in Grand Rapids, Michigan: (Center) Isis Theatre—Kent Theatre and Majestic Theatre.

RKO Midwest Corp. is the owner in fee of the following theatres in Grand Rapids Michigan: Regent Theatre, Keith Theatre.

The parties to this contract desire to employ the services of a manager to operate the theatres as one unit in Grand Rapids, Michigan, and to provide for the joint application and distribution of the receipts from the operation upon the following terms: Manager to contract for, select and book all motion pictures; (2) RKO Vaudeville Exchange shall have exclusive agency to book, procure, or furnish vaudeville; (3) The manager agrees to book and exhibit therein during the term of this agreement such number of motion pictures distributed by RKO Distributing Corp. and subject to such terms and conditions as are specified in Article 30 of an agreement made Sept. 24, 1926 (See Exhibit 387), between Walter S. Butterfield, Famous Players Lasky Corp., Balaban & Katz Corp., Publix Theatres Corp., and B. F. Keith Corp.; (4) After payment of expenses 50% of remaining sum to Consolidated and the remaining 50% to Midwest. Loss similarly to be shared.

At the expiration or prior termination of this agreement all motion pictures distributed by Paramount Distributing Corporation contracted for by the manager shall be assigned to Consolidated and all motion pictures distributed by RKO Distributing Corp. contracted for by the manager shall be assigned to Midwest.

EXHIBIT 387 (R. 1673)—PARAMOUNT PICTURES IN RKO THEATRES

1. Parties Signatory to This Memorandum of Agreement: Walter S. Butterfield, hereinafter called "Butterfield"; Famous Players Lasky Corp., hereinafter called "F. P. L.," by Adolph Zukor, President; Balaban & Katz Corp., hereinafter called "B & K," by Sam Katz Vice President; Publix Theatres Corp., hereinafter called "Publix," by Austin C. Keough, Secretary; B. F. Keith Corp., hereinafter called "Keith," by B. E. G. Lander, Jr., Vice President.

2. Date of Agreement: Sept. 24, 1926.

3. Duration: 25 years beginning Jan. 2, 1927.

4. Terms: F. P. L. and Butterfield agree to be incorporated as W. S. Butterfield Theatres, Inc., hereinafter referred to as the "new company."

There shall be three classes of stock—Class A to be owned by Butterfield, Class B to be owned by F. P. L., Class C to be owned by Keith.

Page 12 (fa): Refers to Butterfield's rights to sell its Class "A" stock to certain individuals, one of whom is E. C. Beatty.

Page 12 (fb): FPL is entitled to transfer its Class "B" stock to any corporation in which FPL or B & K or both together shall own not less than 50% of the stock.

Page 12: FPL-Butterfield and Keith agree each with the other to carry out provisions in the memorandum as to disposition of stock of the new company.

Page 15: Butterfield agrees to turn over his theatres and join with F. P. L. and Keith.

Schedule A, Page 57; Schedule C, Page 72

See page 15, Par. 6a. Butterfield agrees to cause to be executed and delivered to the new company, leases on a number of specified theatres in a number of designated towns for the term of 25 years.

Page 17: Butterfield agreed to turn over certain other theatres and theatre sites to new company.

Page 17: Butterfield owns a stock interest in the Garden Theatre, Battle Creek, Michigan, and the Regent Theatre at Battle Creek, Michigan, and agreed to lease this stock to the new company and to subsequently acquire balance of stock on behalf of new company.

Page 19: Butterfield and Kunsky and Trendle own 52% of the stock of Consolidated Theatres, Inc., operating theatres in Grand Rapids, Michigan. Butterfield agreed to buy out Kunsky and Trendle and arranged to have the new company take over the payment of the cost of the theatres as well as his original interest.

Page 20: The new company acquired control of 5 theatres (See Schedule H), Bay City, Michigan, through 100% ownership of Southern Enterprises, Inc., which owned 50% of the operating company Wenonah Theatre Co.

Schedule H, Page 95

F. P. L. owns 100% Southern Enterprises, Inc., which in turn owns 50% of Wenonah Theatre Co., which owns, leases or operates the following theatres in Bay City, Michigan: Regent, State, Columbus, Washington, Wenonah.

Page 22: B & K acts in capacity of guarantor for subsidiary, Saginaw Theatre Co., a subsidiary of B & K certain theatres in Saginaw, Michigan, as follows: (a) A theatre to be erected and leased from Elf Khurafeh Temple Association in Saginaw, Michigan; (b) The Mecca Theatre, Saginaw, Michigan. The new company is to assume the two above leases.

Page 23: F. P. L., Keith, and Butterfield agree to cause the new company to enter into an employment contract with W. S. Butterfield for five years beginning 1/2/27 for his service as president of the new company at \$1,000 per week.

Page 24: Refers to Schedule "K" on page 144. An employment contract for five years beginning 1/2/27 between F. P. L., Keith, and Butterfield with Edward C. Beatty to be general manager of the new company.

Page 27 and 28: F. P. L., Butterfield, and Keith agree, 1/2/27, that Publix, as agent shall for twenty-five years purchase all motion pictures to be exhibited in the theatres of new company and for any theatres subsequently acquired.

Page 31, Par. 19: A twenty-five year franchise, dated from 1/2/27, for F. P. L. pictures to be made by new company.

Page 34, Par. 19 (e): When the new company cannot exhibit all of F. P. L. products in a city—

" * * FPL shall have the right to make a division of such available pictures of FPL between the theatres.

of the new company or its subsidiaries and any other theatres in such places * * *

* * * Provided always, however, that in the event that: (1) at any time Famous Players shall find that it cannot obtain exhibition for all of its pictures distributed by it in such place, unless it licenses all of such pictures to a theatre or theatres other than those of the new company or of its subsidiaries in such place, or (2) if FPL finds that it is unable to obtain exhibition for such of the pictures distributed by it as the new company or its subsidiaries shall fail to take. * * * then FPL shall have the right, during the continuance of such conditions in such place, to dispose of any or all of its pictures to theatres other than those of the new company * * *; and provided further, that FP shall in no event make contracts with respect to other theatres in such places for more than one year's releases at a time, unless with the written consent of the new company."

Page 36: The provisions of Par. (e), page 34, apply in Grand Rapids, Michigan, even though the best theatre of the new company has 400 seats less than the best theatre of the opposition.

Page 37 (h): The new company shall not reduce or maintain prices below the level of admission prices charged for like classes of theatres in cities, towns, and villages having comparable operating conditions to the end that all things being relatively equal FPL shall receive as favorable film rentals for the exhibition of its pictures * * * by the new company * * * as it receives elsewhere in the U. S. under comparable conditions.

Page 38 (i): All FPL features shall receive first run in the new company houses which have a first-run policy. Pictures of FPL shall not be exhibited for a first run in any theatre of the new company having a second-run policy without the consent of FPL in each instance.

Page 40, Article 20: "F. P. L. and Butterfield severally agree to cause the new company promptly following its organization to agree with Keith that Publix will, as agent for the new company and its subsidiaries, contract from time to time and from year to year, wherever demanded by Keith for first-run exhibitors in each of the cities, towns, and villages in which the new company or its subsidiaries have one or more theatres, from time to time during the term of this agreement, of a number of feature motion pic-

tures of P. D. (or any corporation producing or distributing feature motion pictures substituted by Keith for said P. D. C. . . .).

(P. D. C.—Producers Distributing Corporation.)

The price of motion pictures of PDC shall be determined by mutual agreement between PDC and Publix. If an agreement cannot be reached, the matter will be arbitrated as in the case of arbitration for pictures of F. P. L.

Page 43, Par. 21: Pictures shall play even though the film rental terms are in dispute and shall thereafter be arbitrated.

Page 44, Par. 24: The new company shall pay Publix \$5 per week for each theatre of new company served by Publix under said contract from time to time. This fee may be adjusted. Such fee shall represent fair compensation to Publix for its services under said contract.

Page 44, Par. 25: Publix will be compensated for exploitation of any pictures by the new company, all or a substantial part of which shall be exhibited in theatres of the new company.

Page 45, Par. 26: This contract as provided for in Article 18 may be assigned by Publix to F. P. L. or to any corporation which may be owned or controlled by F. P. L.

Page 46, Par. 28: Butterfield, F. P. L., and Keith agree to incorporate promptly a corporation to be named Butterfield Michigan Company or such other available name hereafter referred to as "second company." This stock shall be subscribed and paid for in cash at \$10.00 a share. Butterfield buying the A stock, FPL buying the B stock, Keith buying the C stock.

Page 47: The purpose of the "second company" is to acquire theatres during the term of the contract outside the areas of Detroit or Grand Rapids, Michigan, in a circle having a 10-mile radius. The agreement however, provides that either the "new company" or the "second company" may make the acquisition of any additional theatre.

Pages 47-48, Par. 30: Provision was made for addition of new theatres to the list covered by the contract.

Par. 31: The provisions of this contract to apply to the second companies, with certain exceptions.

Par. 32: Butterfield, FPL, and Keith shall cause the new company and the second company to enter into a contract with each other providing that during the term

of the agreement the new company shall devote and the second company shall engage, the services of the new company in the administration of the affairs of the second company.

EXHIBIT 395 (R. 2165)—FOX PICTURES IN RKO THEATRES

1. Parties: Fox Film Corporation, as Distributor; Keith-Albee-Orpheum Corporation, by its Agent; RKO Film Booking Corporation; RKO Prector Corporation, by its Agent; RKO Film Booking Corporation, as Exhibitors.

2. Date of Agreement: January 2, 1935.

3. Duration: 3 years—August 1, 1934 to July 31, 1935; August 1, 1935, to July 31, 1936; August 1, 1936, to July 31, 1937.

4. Coverage: Greater New York and includes all feature motion pictures released by distributor during each of the specified motion picture seasons.

5. Rental Terms 25% of the gross for the second and fourth pictures featuring Shirley Temple, with a reduction to 17½% for double feature showing with vaudeville. \$31,700 for the first and third pictures featuring Shirley Temple. \$2,300 for each of four feature pictures designated by the distributor to be exhibited in not more than 14 of said theatres. The balance of said pictures shall pay an average of \$12,400 per picture to be allocated to the respective pictures by mutual agreement.

For the second and third seasons the parties mutually agree upon the playing time to be afforded the pictures and the license fees to be paid by the exhibitor, and in the event of failure to agree, the matter to be arbitrated.

6. Other Terms: The distributor has the right during the first season to sell the Kingsway or Avalon Theatres to play Fox pictures day and date with the RKO major Brooklyn circuit. If during the second and third seasons, the exhibitor shall provide a theatre of similar size and caliber in the general location of the Kingsway and Avalon, then the distributor shall sell its pictures to the theatre so provided by the exhibitor at prices to be mutually agreed upon or determined by arbitration.

In respect to the theatres covered and located in New York, Bronx, and Westchester Counties, the protection granted over any other runs in those counties shall be 7 days from the last day of exhibition. The same pro-

tection is granted to theatres located in Kings, Queens, and Nassau Counties.

The admission prices now being charged at said theatres shall not be reduced during the exhibition of any picture the film rental for which is based on a percentage of the gross receipts without the consent of the distributor.

By letter dated January 2, 1935, the Riverside and Nemo Theatres were included in the franchise agreement; and by letter dated January 2, 1935, confirmation is made of existing franchise agreements in effect between Fox Film Corporation and Skouras Theatre Corporation and the Randforce Amusement Corporation, dated respectively November 2, 1931, and December 16, 1931, which agreements granted to various theatres mentioned therein first subsequent run in Greater New York and other Metropolitan districts.

By letter dated May 1, 1936, the exhibitor was granted permission to substitute a theatre on the Grand Opera House site, 23d Street, New York City, in place of the present 23d Street theatre.

EXHIBIT 399 (R. 2185)—PARAMOUNT PICTURES IN PARAMOUNT THEATRES

1. Parties: Paramount Pictures, Inc., and Paramount Film Distributing Corporation, as Distributor and [Paramount Parties] as Exhibitors.

2. Date of Agreement: Undated.

3. Duration: September 25, 1942, to September 23, 1943.

4. Coverage: Specified theatres in certain cities in Arkansas, Illinois, Iowa, Nebraska, New Mexico, Indiana, Texas, Virginia, Idaho, Utah, West Virginia, South Carolina, North Carolina, Mississippi, Kentucky, Tennessee, Georgia, Florida, Massachusetts, Vermont, Maine, New Hampshire, Rhode Island, Connecticut, South Dakota, Minnesota, Wisconsin, North Dakota, Arizona, New York, Ohio, Louisiana, Alabama, Pennsylvania, Michigan, all feature plays released by the distributor for exhibition during the 1942-43 season.

5. Rental Terms: A percent is allocated to each theatre licensed based upon the total revenue derived from exhibition of the features in the United States after deduction of the amount of revenue derived from Paramount's affil-

iated theatres. An estimate is made within seven days after the date of general release of the feature photoplay and the exhibitor shall pay his proper percentage of such estimate in equal weekly installments of $1/17$ of such total estimate. During the 16th week, a revised estimate of the national total should be made and adjustments made between the parties to compensate for any over or under payment.

6. Other Terms: Runs are specified for each theatre.

EXHIBIT 419a (R. 2460)—RKO PICTURES IN PARAMOUNT THEATRES

1. Parties: Letter agreement between RKO Radio Pictures Inc. and Theatres Service Corp. (Paramount).
2. Date of Agreement: June 1, 1944.
3. Duration: Not specified.
4. Coverage: Showing of 5 specified features in certain Paramount theatres in La. and Miss.
5. Rental Terms: RKO was to receive an amount equal to 0.00301 of the total license fees earned under the licenses for exhibition of each such feature in the U. S. during a two year period beginning with the first playdate of such feature in U. S. Such amount was to be estimated within 3 days from date of agreement and paid in weekly installments as specified; with subsequent payments and final adjustment on basis of actual fees earned.
6. Other Terms: Clearance and availability to be the same as were in effect on date of agreement.

EXHIBIT 419b (R. 2460)—RKO PICTURES IN PARAMOUNT THEATRES

1. Parties: Letter agreement between RKO Radio Pictures Inc. and Paramount Richards Theatres Inc. (Paramount).
2. Date of Agreement: June 1, 1944.
3. Duration: Not specified.
4. Coverage: Showing of 5 specified features in certain Paramount theatres in Ala., Fla., La., Miss., and Texas.
5. Rental Terms: RKO was to receive an amount equal to .00574 of total license fees earned under the licenses for exhibition of each such feature in U. S. during a 2-year period beginning with the first playdate of such feature in U. S. Such amount was to be estimated within 3 days

from date of agreement and paid in weekly installments as specified; with subsequent estimated payments and final adjustment on basis of actual fees earned.

6. Other Terms: Clearance and availability to be the same as were in effect on date of agreement.

EXHIBIT 471 (R. 2474).—COLUMBIA PICTURES IN LOEW THEATRES

1. Parties: Columbia Pictures Corporation and Marcus Loew Booking Agency.

2. Date: Feb. 7, 1945.

3. Duration: 1944-45, 1945-46 seasons.

4. Coverage: Loew's New York Metropolitan Circuit and State Theatre 44 pictures annually. Foreign pictures excluded.

5. Rental Terms: 14 pictures at a sliding scale percentage of total gross. 6 control figures are set up. 20% up to a certain control figure, with a maximum increase of 1% when succeeding control figure is reached until last control figure when terms to be 25% plus 66 $\frac{2}{3}$ % of additional gross receipts.

The control figures reflect the operating expenses of the circuit and the estimated Loew profit at each control figure. Weekly operating expense for each house is set out in a schedule. Control figures subject to variance in case of double featuring where cost of second feature is more or less than \$18,000, which figure was included in the computation of the control figure.

Without Columbia's consent second feature cost of Columbia or Universal's second features not to exceed \$18,000 and \$19,500 for other distributors' second feature. If any of the 30 pictures play as a second feature in one or two specified theatres, Loew to pay \$500 for each of the two theatres it plays.

The 14 percentage pictures are to play at 5 specified theatres at 15%.

30 pictures at \$9,475 each.

The 14 top pictures licensed to Loew for its Broadway State Theatre at \$2,500 each.

6. Other Terms: Loew has right to exhibit each of the 30 flat rental pictures for such playing time as it deems desirable and may show each picture in any or all of its theatres in the circuit.

Loew's circuit theatre to have 1st run circuit showing (7 days after Broadway run) in all boroughs, except

Brooklyn, where 7 days after downtown Brooklyn 1st run; in Westchester County (except in Peekskill) and Long Island.

13 specified theatres given a zone clearance respectively over a large number of theatres respectively. Schedule "D" provides: "In addition to the foregoing named theatres over which clearance is given to the aforesaid Loew Theatres, and any other theatre or theatres now or hereafter located within a radius measured by the distance from the exhibitor's theatre and the theatres mentioned in the above list, located farthest away from the exhibitor's theatre 7 days clearance after conclusion of showing."

EXHIBIT 472 (R. 2475)—COLUMBIA PICTURES IN FOX THEATRES

1. Parties: Columbia Pictures Corp. and Fox Inter-Mountain Amusement Corp.

2. Date of agreement: November 23, 1942.

3. Duration: Three years—Sept. 1, 1942—Sept. 30, 1943; Sept. 1, 1943—Sept. 30, 1944; Sept. 1, 1944—Sept. 30, 1945.

4. Coverage: Colorado, Wyoming, Nebraska, Utah, Idaho, Montana and New Mexico. 30 to 40 photoplays released by the distributor during each of the three seasons.

5. Rental terms: Eight pictures on a percentage basis from 50% to 20% minimum of the net box office receipts computed in relation to the one percent sliding scale or reversion figures as specified on the deal sheets.

Eight pictures on a percentage basis from 40% to 20% minimum computed on the same basis. The balance on a flat rental basis. The percentage is reduced 2½% on the first eight and 5% on the second eight when the feature is exhibited on a double feature program computation is based upon 10ths and 12ths relating to the days of exhibition. When exhibited with a stage show or vaudeville a fair and reasonable percentage shall be agreed upon or arbitrated. For flat rental photoplays held over, the rental is 50% of the flat rental figure computed on a daily basis, and for percentage pictures the hold-over may revert to 15% computed on the same basis as for the original showing. A similar provision applies to move-overs.

6. Other terms: Pictures exhibited in the one or two seasons immediately preceding may be shown without cost in conjunction with another photoplay of the exhibitor.

The designations of the distributor of these plays to be agreed upon in the first 16 on a percentage basis may be arbitrated.

Photoplays released by the distributor in excess of 40 shall first be offered to the exhibitor.

Eliminations by the exhibitor shall be made only from the percentage and highest flat rental classifications in theatres where the exhibitor has agreed to exhibit part of the product only. In theatres where the exhibitor has to exhibit the entire product he may eliminate four photoplays from these included in the lowest flat rental classification only.

A shortage of commitment in any single theatre may be offset by an overage in another theatre in the same exchange territory.

In the event any theatre closes for a period of 8 days the contract is cancelled as of the first day the theatre closed and in the event of sale, if the distributor is not willing to transfer the contract to the purchaser the agreement is also cancelled.

Runs are specified on deal sheets which are not annexed to the exhibit.

The cost of give-aways may be deducted from the rental.

In a letter dated November 23, 1942, it is stated that the deal sheets do not contain the clearance but that the understanding is that the clearance to be specified in no event would be less favorable than that granted to each theatre for the motion picture season 1941-42.

EXHIBIT 473 (R. 2475)—UNIVERSAL PICTURES IN RKO THEATRES

1. Parties: Universal Film Exchanges and B. F. Keith Corporation (RKO).

2. Date of Agreement: Sept. 1, 1941 but actually executed January 16, 1942.

3. Duration: 1941-42, 1942-43.

4. Coverage: Specified RKO Theatres in 15 cities. First run unless otherwise specified in deal sheets.* Expressly excluded are foreign made pictures, pictures produced by an outside producer, Westerns and action pictures of cheap variety.

* The agreement refers to attached deal sheets. The photostat of the agreement furnished by Universal to the Government did not contain deal sheets.

5. Rental Terms: For 1941-42 season where RKO licensed all pictures, 6 plus 3 Frank Lloyd productions at 35%; 6 at 30%, 8 at 25%, flat rental for 23. Same terms, but proportionate decrease in number of features in each classification, where RKO sold a split (Providence and in 1 out of 3 RKO theatres in New Brunswick). Prior to July 1942, parties to agree on rental terms for 1942-43 product.

As to pictures in first two brackets played on a double bill RKO could deduct actual cost of second feature before computing Universal's share in gross receipts. As to features in third bracket, double billed, 5% allowance. Deductions allowed on percentage pictures played with a stage show or added attractions. On holdovers and moveovers of percentage pictures in first and second bracket, 25% less cost of second feature if any, in third bracket, 20% if single, 15% if part of double bill. On holdovers of flat rental pictures, 50% of original rental pro rated to one day, except as to top bracket pictures where all were sold on flat rental basis.

6. Other Terms: Midnight shows and previews allowed exhibitor at reduced rentals; Universal may discontinue authorization for previews if it deems itself adversely affected.

Universal to designate the classification of its pictures, but if RKO disputes classification, matter to be subject to arbitration.

Clearance and availability to be same as provided for the 1940-41 season unless otherwise indicated on deal sheets.

If any theatre hereof is closed permanently, or its interest in the operation of any theatre hereof is discontinued by RKO, the contract insofar as it affects such theatre may be cancelled by RKO as of the date of such permanent closing or discontinuance.

If any theatre hereof is closed temporarily, that is, for a period of not less than eight (8) weeks, then RKO shall have the right as to such theatre to cancel pictures becoming available during the time the theatre is so closed.

If the policy of any theatre changes permanently, the terms and commitments for such theatre shall be subject to review and revision.

All road shows to be first offered RKO.

As part of the consideration for RKO's entering into this agreement Universal agreed to release RKO from unplayed commitments and monies due for periods prior to 1941-42 season on Universal product.

EXHIBIT 474 (R. 2475)—PARAMOUNT PICTURES IN PARAMOUNT THEATRE, LOS ANGELES

1. Parties: Paramount Pictures, Inc., and Partmar Corporation.

2. Date of Agreement: August 30, 1939.

3. Duration: September 1, 1939-August 31, 1949.

4. Coverage: Paramount features, shorts and newsreels in Paramount Theatre,* Los Angeles, California.

5. Rental Terms: If theatre has a stage show policy, rental terms for first year are as follows:

As to Class "A" feature: For 1st week 30% to \$20,000 then 50/50; for 2nd and 3rd weeks 25% to \$17,000 then 50/50. If 3rd week's gross receipts less than \$18,000 terms to be 15%. Except as to the 15% terms, in computing the license fee, cost of stage show up to \$4,500 to be deducted.

As to Class "B" pictures 25% of weekly gross to \$17,000 then 50/50—cost of stage show up to \$4,500 first deductible from weekly gross; as to 4 Class "B" pictures, may revert to 15% if weekly gross less than \$18,000.

For Class "C" features 15% of weekly gross up to \$21,500 then 50/50.

For each Class "D" features, \$1,050.

On a straight feature policy, terms for first year as follows:

Class "A" minimum fee, 35% until gross receipts reach a split figure which will allow exhibitor to recover operating expenses and minimum license fee paid plus 50% of such minimum fee; and in addition to such minimum fee 50% in excess of gross receipts.

*In neither Paramount's subsidiary corporation list of 1939 (Exhibit 62, R. 187) nor of 1945 (Ex. 64, R. 187) is this corporation listed. The Paramount Theatre appears upon Paramount's theatre list of 1945 (Ex. 161, R. 242) as a theatre in which Paramount is interested. Exhibit 376 (R. 888) which is a list of Paramount franchises prepared by Paramount for this trial lists the operator as an independent and states the theatre is leased on a flat rental basis. The agreement, however, provides in some detail for the internal control of the exhibitor.

Class "B" features: Same terms as for Class "A."

Class "C" features: 30%.

Class "D" features: 25%.

Class "E" features: \$1,050 each.

If any of the above features is shown on a double bill, license fee of second feature to be first deducted from gross receipts but not over \$1,050.

6. Other Terms: Paramount, in each of the 10 years, and regardless of the number of features released by it in each of these years and regardless of the classification thereof made by it in licensing other theatres, is to classify from time to time the features licensed to this theatre. For the first year, if theatre operated on a stage show policy, the classification was to be 1 Class "A" feature, 20 Class "B" features, 16 Class "C" features, the rest Class "D" features. If on straight feature policy, for first year classification to be 1 in Class "A," 5 in Class "B," 12 in Class "C," 12 in Class "D," the rest in Class "E."

The Exhibitor agrees to exhibit at the Paramount Theatre during each year of the ten (10) year period of this agreement such number of feature photoplays licensed hereunder as shall be necessary to consume not less than forty-six (46) weeks of playing time at the Paramount Theatre during each such year and to pay the license fees for not less than such number of feature photoplays.

If during the remaining six (6) weeks of any yearly period of the term of this agreement the Exhibitor shall not exhibit any feature photoplays licensed hereunder, and shall exhibit feature photoplays not released by or through Paramount, then and in such event the Exhibitor agrees to pay to Paramount for each such week the sum of One Thousand Fifty Dollars (\$1,050.00) on the first business day of each such week. The Exhibitor agrees that it will not exhibit such other feature photoplays not licensed hereunder for more than two (2) consecutive weeks during any month of any yearly period hereof.

Each feature, newsreel and short licensed to be exhibited at least 1 week and Class "A" features at least 3 weeks. The exhibitor is given an extended run privilege on features. Stage shows for the purpose of the agreement are such stage shows as should cost the exhibitor at

least \$4,500 a week. Stage shows are to be first class De Lux shows. Stage show policy is one where stage shows as defined are part of the program. Straight feature policy is a policy of showing only motion pictures or motion pictures and stage shows of lesser cost than \$4,500 a week or consuming less than 30 minutes.

Paramount and exhibitor to endeavor to agree each year after first year as to terms, including classifications of features, clearances, and minimum admission prices.

Subject to otherwise agreeing, clearances to commence from conclusion of exhibition and to be same as for 1939-1940 season.

Minimum admission prices for first year fixed.

If the lease covering the theatre, simultaneously entered into between Paramount Pictures Inc. and Partmar Corporation, is terminated or if Paramount is divested of its interest in the theatre, Paramount may cancel the agreement but not if exhibitor continues in lawful possession and operates the theatre. There is an agreement as to the ownership of the stock of the exhibitor, and Paramount is given right to cancel franchise if certain changes in stock or management of the exhibitor occurs.

EXHIBIT 475 (R. 2485)—UNITED ARTISTS PICTURES IN PARAMOUNT THEATRES

1. Parties: United Artists Corporation and Minnesota Amusement Company.

2. Date of Agreement: Sept. 20, 1944.

3 & 4. Duration and Coverage: United Artists Corporation made a contract with the Minnesota Amusement Company for the picture "Abroad With Two Yanks." Three contracts were made at the same time, one covering first runs in situations outside of Minneapolis and St. Paul, one covering first run in those two cities, and the third contract covering subsequent run.

It was provided that the picture was to play first run in the following situation in the "A" theatres on a preferred change playing time: Aberdeen, South Dakota, Austin, Minnesota, Eau Claire, Wisconsin, Duluth, Minnesota, Fargo, North Dakota, Glen Forks, North Dakota, Hibbing, Minnesota, Huron, South Dakota, La Crosse, Wisconsin, Madison, South Dakota, Minot, North Dakota, Mitchell,

South Dakota, Rochester, Minnesota, St. Cloud, Minnesota, Sioux Falls, South Dakota, Superior, Wisconsin, Virginia, Minnesota, Watertown, South Dakota, Winona, Minnesota.

The picture was to play second run in a number of specified towns and theatres.

5. Rental Terms: The first run contract, outside of Minneapolis and St. Paul, provided for 35% of the gross which could revert to 25% by $2\frac{1}{2}\%$ steps based on a cumulative split figure. All reversion figures to be based upon house expense, film rentals, and one-half of the film rental as profit. La Crosse, Wisconsin, not to be included in a cumulative split figure.

Midnight shows were to be 5% less than the regular terms.

The subsequent run contract was made on a basis of 25% of gross playing time to be agreed upon.

The contract for Minneapolis and St. Paul provided for 30% of the gross but if that failed to equal house expense, film rental, and 50% of the film rental as profit, terms to revert to $27\frac{1}{2}\%$. If at $27\frac{1}{2}\%$ the gross failed to equal house expense, film rental, and 50% of film rental as profit, terms to revert to 25%. Contract covered the Orpheum theatre for 7 day minimum and Orpheum theatre in St. Paul, 7 day minimum. It provided that holdovers and moveover terms were to be negotiated. Midnight shows at terms 5% less than regular terms.

6. Other terms: Minimum admission prices and clearance not specified.

EXHIBIT 476 (R. 2485)—UNITED ARTISTS PICTURES IN PARAMOUNT THEATRES

1. Parties: United Artists and H. F. Kincey Theatre Circuit (Paramount).

2. Date of agreement: June 20, 1944.

3 and 4: Duration and coverage: 1st run of "Abroad With Two Yanks." Theatres and playing time to be agreed upon. Theatres covered were:

State and Theatre

Abbeville, S. C., Opera House.

Anderson, S. C., State or Strand or Criterion.

Ashboro, N. C., Carolina.

Burlington, N. C., Paramount or Carolina or Alamance.
 Chapel Hill, N. C., Carolina or Pick.
 Charlotte, N. C., Carolina or Imperial or Broadway or
 State or Dilworth.
 Columbia, S. C., Palmetto or Carolina or Ritz or Strand
 or Five Points.
 Concord, N. C., Cabarrus or Paramount.
 Darlington, S. C., Liberty.
 Durham, N. C., Center or Carolina or Rialto.
 Fayetteville, N. C., Colony or Carolina or Broadway or
 State.
 Florence, S. C., Colonial or Carolina.
 Gastonia, N. C., Temple or Lyric.
 Goldsboro, N. C., Paramount or Carolina or Wayne.
 Greensboro, N. C., Carolina or National or Imperial.
 Greenville, N. C., Pitt or State or Colony.
 Greenville, S. C., Carolina or Rivoli or Center.
 Greenwood, S. C., State or Carolina or Ritz.
 Hendersonville, N. C., Carolina or State.
 Hickory, N. C., Center or Paramount.
 High Point, N. C., Center or Broadhurst or Paramount or
 Carolina or Rialto.
 Lexington, N. C., Carolina or Granada.
 Raleigh, N. C., Ambassador or State or Palace or Capitol
 or Varsity.
 Rockingham, N. C., Richmond or Little.
 Rocky Mount, N. C., Center or Carolina.
 Salisbury, N. C., Capitol or State or Victory.
 Spartanburg, S. C., Carolina or State or Strand or
 Palmetto.
 Sumter, S. C., Sumter or Carolina or Rex.
 Wilmington, N. C., Bailey or Carolina or Royal or Bijou.
 Wilson, N. C., Wilson or Carolina or Ritz.
 Winston Salem, N. C., Carolina or State or Forsyth or
 Colonial.
 Bluefield, W. Va., Granada or State.
 Danville, Va., Capitol or Rialto or Dan.
 The agreement sets out the maximum playing for each
 of the above cities.
 The agreement also covers 2nd run for many of the
 above cities.

5. Rental terms: If picture grosses \$40,000 or over—over the complete circuit the terms are to be 35% of the gross receipts.

If picture grosses \$30,000 or over—but less than \$40,000—terms to be 30% of the gross receipts.

If picture grosses less than \$30,000—terms to be 25% of the gross receipts.

Theatres and playing time to be mutually agreed upon.

Gross receipts as set forth in this contract means receipts from admissions from any theatre herein involved after deducting all taxes on admissions.

If picture is exhibited at Midnight Shows or Kiddie Shows or Late Shows, the receipts of these shows are not to be included in the receipts of the regular run, and exhibitor agrees to pay for such shows, terms of 5% less than designated terms.

Holdovers in the same theatre are to be 5% less than designated terms. Pictures may be moved to another house for a special engagement not to be considered a run, at same rental terms as regular run. Moveovers to play at 25%.

When this subject plays a Give-Away Day, the amount of the addition to the Give-Away may be deducted from the gross before figuring the Distributor's share.

Second run is licensed for 1 to 3 days. In each situation alternative flat rentals are set up. The average top figure is less than \$30; the average low figure is less than \$25. The choice of alternatives depends upon whether the picture grosses enough on first run to place it in the 35% bracket. Exhibitor has privilege of late show at no additional charges.

6. Other Terms: Clearance 90 days A house, and 60 days B house, within a radius of 5 miles of city limits. High Point, N. C. 14 days over Thomasville, N. C. and Wilmington, N. C. 14 days over Carolina Beach, N. C. Bluefield, W. Va. 30 days ahead of Princeton, Bramwell, W. Va. and Bluefield, Va. 14 days ahead of Matoake, McComas, Pocahontas, and Tazewell, Va. Danville as determined by American Arbitration Board. Clearance for second run for each of the cities sold was 30 days over a third run within a radius of 5 miles of city limits.

II--THEATRE OPERATING AGREEMENTS

A. *Examples of Theatre Operating Agreements Between Defendants (printed in full):*

1. Pooling Agreement Between Paramount subsidiary, Minnesota Amusement Company, and RKO subsidiary, St. Paul Theatres Company (Ex. 205; R. 257).

MAY 28, 1936.

MINNESOTA AMUSEMENT COMPANY,
17 North 6th Street,
Minneapolis, Minn.

DEAR SIR: You have advised the undersigned that you are in possession of, and in control of the operations of, the Paramount, Riviera, and Tower theatres located in St. Paul, Minnesota, and have represented that you will continue in such possession and control for the term of the Agreement hereinafter referred to.

The undersigned is in possession of, and in control of the operations of, the Palace Orpheum Theatre, St. Paul, Minnesota, and represents that it will be in such possession and control for said term.

You and the undersigned desire to enter into an agreement providing for the cooperative operation of said theatres, all on the terms and conditions hereinafter set forth.

In consideration of the premises and of the mutual agreements hereinafter contained, it is hereby agreed, subject to your confirmation hereof and the approval of your Board of Directors and of the Board of Directors of the undersigned, that on or before June 26, 1936, or the nearest ending thereto of a theatrical week, you and the undersigned will enter into an agreement (hereinafter called the Agreement) containing substantially the following provisions with such additions and modifications as may be mutually agreed upon between you and the undersigned:

I. TERM

The term of the Agreement shall begin at 12:01 o'clock A. M., June 26, 1936, and shall end at 12:00 o'clock midnight August 31, 1941, or the nearest ending thereto of a theatrical week as determined by the Operating Committee hereinafter referred to; provided, however,

(a) that the Agreement shall terminate as of 12:00 o'clock midnight August 31, 1938, or any subsequent August 31 in the event that the net earnings (as hereinafter defined) paid to you for the year ending on the preceding June 26 have not equalled \$82,000 and that you have given notice to the undersigned not later than the June 1 immediately preceding such August 31 that you desire to cancel the Agreement as of such August 31 if such earnings do not equal \$82,000; and

(b) that the Agreement shall terminate as of 12:00 o'clock midnight August 31, 1938, or any subsequent August 31 in the event that the net earnings (as hereinafter defined) paid to the undersigned for the year ending on the preceding June 26 have not equalled \$39,500 and that the undersigned has given you notice not later than the June 1 immediately preceding such August 31 that the undersigned desires to cancel the Agreement as of such August 31 if such earnings do not equal \$39,500.

II. OPERATIONS

There will be created and maintained during the term of the Agreement a committee to be known as, and which is hereinafter called, "the Operating Committee" consisting of two (2) members, each of which members shall from time to time designate an alternate to act as a member of the Operating Committee in his absence or inability to act. One member of the Operating Committee shall at all times be the representative of and shall be designated by the undersigned; and the other member of the Operating Committee shall at all times be the representative of and shall be designated by you. Either party to the Agreement may at any time, upon written notice to the other, substitute a new member of the Operating Committee for its representative on the Operating Committee. It is contemplated that the Operating Committee shall meet in New York City.

The Operating Committee shall have power and authority, from time to time, to direct the entertainment policy which shall be followed at the aforesaid theatres, the motion pictures which shall be obtained for exhibition in such theatres and the prices to be paid therefor, and may delegate such of its powers as it desires to a committee to be known as, and which is hereinafter called, "the Local Operating Committee," the membership of

which shall be designated in the same manner as the membership of the Operating Committee. It is contemplated that the Local Operating Committee shall meet in Minneapolis. Neither the Operating Committee nor the Local Operating Committee shall have power to take any action without the concurrence of both its members.

The product of RKO Radio Pictures, Inc., shall be acquired through the undersigned for use in the aforesaid theatres on the same terms as such product shall be acquired by other companies affiliated with RKO Radio Pictures, Inc.; subject, however, in the case of each specific commitment, to the approval of the Operating Committee.

The product of Paramount Pictures, Inc., shall be acquired through you for use in the aforesaid theatres on the same terms as such product shall be acquired by other companies affiliated with Paramount Pictures Inc.; subject, however, in the case of each specific commitment, to the approval of the Operating Committee.

The contracts in respect of the product of RKO Radio Pictures, Inc. shall be signed by the undersigned, and the contracts in respect of the product of Paramount Pictures Inc. shall be signed by you.

Upon the termination of the Agreement for any cause the undersigned shall have the right to assume and acquire any outstanding contracts for the exhibition in the aforesaid theatres of the product of any of the following companies: RKO Radio Pictures, Inc., Columbia Pictures Corporation, Universal Pictures Corporation and Vitagraph, Inc., or any successor corporation to any of said corporations, and you have a similar option in respect of contracts for the product of any other motion picture producing or distributing companies.

If either the Operating Committee or the Local Operating Committee shall at any time determine that it is advisable to exhibit vaudeville, stage shows or similar attractions in any of the aforesaid theatres, such vaudeville, stage shows or similar attractions shall be contracted for through Orpheum Circuit Booking Corporation or Radio-Keith-Orpheum Western Vaudeville Exchange or Artist Booking Offices, Inc., and Orpheum Circuit Booking Corporation or Radio-Keith-Orpheum Western Vaudeville Exchange or Artist Booking Office, Inc., as the case may be, shall be entitled to its customary booking fees in respect thereof; provided, however, that all fees so collected shall

be divided into two (2) equal parts one of which shall be paid to Artist Booking Office, Inc., and the other to Orpheum Circuit-Booking Corporation and Radio-Keith-Orpheum Western Vaudeville Exchange jointly.

III. POOLING AND DIVISION OF GROSS RECEIPTS

The gross receipts derived from the operation of the aforesaid theatres shall be applied, under the direction of the Operating Committee, as follows:

(a) to the payment of the operating expenses of the aforesaid theatres (which term shall not be deemed to include rent, taxes, interest, property insurance and other fixed charges) including all sums paid on account of salaries of house staffs, service fees for sound equipment, fees payable to American Society of Composers, Authors, and Publishers, all costs of entertainment, governmental license fees, costs of electricity, fuel, water, gas, telegrams, telephone calls and postage, public liability, burglarly and similar insurance, and costs (which shall not be amortized) of ordinary incidental repairs and maintenance.

(b) in the event that the agreement referred to in Section IV hereof shall be entered into with Orpheum Theater and Realty Co., Ltd. in respect of the President Theatre, St. Paul, to the payment of all sums payable to Orpheum Theater and Realty Co., Ltd. in respect thereof.

(c) to the payment to you of \$2,650 per annum in respect of the steam supplied to you under your lease of the Paramount Theatre,

and the balance, if any, remaining after such application (which balance is herein called "net earnings") shall be divided as follows:

At the end of each theatrical accounting month, (which shall consist of such periods of four and five weeks as the parties may determine) 67½% thereof shall be paid to you and 32½% thereof shall be paid to the undersigned until such time as you shall have received in the calendar year beginning on the preceding June 26 \$109,350 and thereafter for the balance of such calendar year in the ratio of 60% to you and 40% to the undersigned.

Appropriate provisions shall be made for prorating the earnings of any fractional portion of a year at the termination of the Agreement so as to provide for a division in a similar ratio as if the Agreement had terminated on a June 25.

You and the undersigned will each be supplied (a) with daily statements of box office receipts of each of the aforesaid theatres, and (b) with weekly statements of gross receipts and operating expenses within seven (7) days after the end of each theatre week.

Any of the aforesaid theatres may be closed at any time whether or not due to casualty without affecting the division of net earnings between you and the undersigned; provided, however, that the Palace Orpheum Theatre shall not be closed at such times or for such periods as will constitute a default by the undersigned under the existing lease thereof.

IV. PRESIDENT THEATRE, ST. PAUL

You and the undersigned will endeavor to enter into an agreement (either directly or through a nominee designated for the purpose) with Orpheum Theater and Realty Co., Ltd., the owner of the President Theatre, St. Paul, Minnesota, providing:

(a) that during the term of the Agreement the President Theatre shall be operated by a nominee of you and the undersigned, or by you and the undersigned, or by either you or the undersigned, as you and the undersigned may determine (which party is hereinafter in this article called the Tenant),

(b) that the Tenant will pay as rent for the President Theatre a fixed rent of \$2,000 a year gross to the landlord, and a contingent rent equal to the amount by which 25% of the annual net earnings derived from the operation of the President Theatre exceeds \$2,000, and

(c) that Orpheum Theater and Realty Co., Ltd., may cancel said agreement at any time on condition that it shall agree that the President Theatre shall not be used for theatrical purposes at any time during the remainder of the term of the Agreement.

Upon the making of such agreement with Orpheum Theatre and Realty Co., Ltd., appropriate instruments will be executed to provide that the operation of the President Theatre shall be controlled by the Operating Committee; that all expenses of the Tenant, including the rent payable by it to Orpheum Theater and Realty Co., Ltd., shall be paid out of the gross earnings under the Agreement and shall be treated as expenses in determining net earnings

under the Agreement and any profits obtained by the Tenant shall be treated as earnings under the Agreement.

V. TERMINATION

The Agreement shall terminate in the event of the insolvency of you or the undersigned or in the event that you shall lose possession and control of the Paramount, Riviera, and Tower theatres or any one of them or in the event the undersigned shall lose possession and control of the Palace Orpheum Theatre.

VI.

During the term of the Agreement neither you nor the undersigned nor any company affiliated with you or the undersigned shall at any time become interested in the operation of any theatre located in downtown St. Paul or of any theatre which may be considered to compete with the Paramount, Riviera, Tower, and Palace Orpheum Theatres, or any one of them.

You may continue the operation of the Cameo Theatre, St. Paul, provided such operation is conducted on a basis which shall be noncompetitive with any of the aforesaid theatres. At any time at your request the Cameo Theatre may be subjected to the cooperative control of the Operating Committee provided that in that event (a) the distribution of the net earnings under the Agreement shall not be changed; (b) there shall be paid to you as part of the operating expenses, annually, the sum of \$2,000 or 25% of the net profits derived from the operation of the Cameo Theatre, whichever shall be the greater; and (c) you may withdraw the Cameo Theatre from such cooperative control at any time by covenanting with the undersigned that it will not be used for theatrical purposes during the remainder of the term of the Agreement.

VII. ASSIGNMENT

The Agreement shall not be assigned by either you or the undersigned without the written consent of the other party first had and obtained.

Very truly yours,

ST. PAUL THEATRES COMPANY,
By N. J. BLUMBERG, *Vice President.*

Confirmed:

MINNESOTA AMUSEMENT COMPANY,
By JOHN J. FRIEDL, *President.*

NEW YORK, August 22, 1941.

MINNESOTA AMUSEMENT COMPANY,
17 North 6th Street, Minneapolis, Minnesota.

DEAR SIR: The Paramount, Riviera, Strand, and Tower Theatres, located in St. Paul, Minnesota, controlled by you, and the Orpheum Theatre, located in St. Paul, Minnesota, controlled by the undersigned, are at present being operated pursuant to the provisions of a letter agreement, dated May 28, 1936, between you and the undersigned, which letter agreement provides that such method of operation shall end at 12 o'clock midnight August 31, 1941, or the nearest ending thereto of a theatrical week as determined by the Operating Committee provided for therein.

This will confirm our understanding that such method of operation and the division of the gross receipts and net earnings derived therefrom shall be continued for one additional theatrical accounting month after the termination of the term provided for in said letter agreement.

Kindly confirm the foregoing by signing and returning to the undersigned the duplicate original of this letter handed you herewith.

Very truly yours,

ST. PAUL THEATRES COMPANY,
By C. W. KOERNER, *Vice President.*

Confirmed, —, 1941.

MINNESOTA AMUSEMENT COMPANY,
By JOHN J. FRIEDL, *President.*

NEW YORK, September 15, 1941.

MINNESOTA AMUSEMENT COMPANY,
17 North 6th Street, Minneapolis, Minnesota.

DEAR SIR: The Paramount, Riviera, Strand, and Tower Theatres, located in St. Paul, Minnesota, controlled by you, and the Orpheum Theatre, located in St. Paul, Minnesota, controlled by the undersigned, are at present being operated pursuant to the provisions of a letter agreement, dated May 28, 1936, between you and the undersigned, which letter agreement provides that such method of operation shall end at 12 o'clock midnight August 31, 1941, or the nearest ending thereto of a theatrical week as determined by the Operating Committee provided for therein, as modified and extended by a letter agreement, dated August 22, 1941, which provides that such method of oper-

ation shall be continued for one additional theatrical accounting month after the termination of the term provided for in said letter agreement dated May 28, 1936.

This will confirm our understanding that such method of operation and the division of the gross receipts and net earnings derived therefrom shall be continued for one additional theatrical accounting month after the termination of the term as extended by said letter agreement, dated August 22, 1941.

Kindly confirm the foregoing by signing and returning to the undersigned the duplicate original of this letter handed you herewith.

Very truly yours,

ST. PAUL THEATRES COMPANY,
By C. W. KOERNER, *Vice President.*

Confirmed Sept. 25th, 1941.

MINNESOTA AMUSEMENT COMPANY,
By JOHN J. FRIEDL, *President.*

NEW YORK, *October 7, 1941.*

MINNESOTA AMUSEMENT COMPANY,
17 North 6th Street, Minneapolis, Minnesota.

DEAR SIR: The Paramount, Riviera, Strand, and Tower Theatres, located in St. Paul, Minnesota, controlled by you, and the Orpheum Theatre, located in St. Paul, Minnesota, controlled by the undersigned, are at present being operated pursuant to the provisions of a letter agreement dated May 28, 1936, between you and the undersigned, which letter agreement provides that such method of operation shall end at 12 o'clock midnight August 31, 1941, or the nearest ending thereto of a theatrical week as determined by the Operating Committee provided for therein, as modified and extended by two letter agreements dated, respectively, August 22, 1941, and September 15, 1941, which provide that such method of operation shall be continued for two additional theatrical accounting months after the termination of the term provided for in said letter agreement dated May 28, 1936.

This will confirm our understanding that such method of operation and the division of the gross receipts and net earnings derived therefrom shall be continued for one additional theatrical accounting month after the termination of the term as extended by said letter agreements.

Kindly confirm the foregoing by signing and returning to the undersigned the duplicate original of this letter handed you herewith.

Very truly yours,

ST. PAUL THEATRES COMPANY,
By C. W. KOERNER, *Vice President.*

OK. M. L. M.

Confirmed, October 29, 1941.

MINNESOTA AMUSEMENT COMPANY,
By JOHN J. FRIEDL, *President.*

NEW YORK, November 25, 1941.

MINNESOTA AMUSEMENT COMPANY,

17 North 6th Street, Minneapolis, Minnesota.

DEAR SIRs: The Paramount, Riviera, Strand, and Tower Theatres, located in St. Paul, Minnesota, controlled by you, and the Orpheum Theatre, located in St. Paul, Minnesota, controlled by the undersigned, are at present being operated pursuant to the provisions of a letter agreement dated May 28, 1936, between you and the undersigned, which letter agreement provides that such method of operation shall end at 12 o'clock midnight August 31, 1941, or the nearest ending thereto of a theatrical week as determined by the Operating Committee provided for therein, as modified and extended by three letter agreements dated, respectively, August 22, 1941, September 15, 1941, and October 7, 1941, which provide that such method of operation shall be continued for three additional theatrical accounting months after the termination of the term provided for in said letter agreement dated May 28, 1936.

This will confirm our understanding that such method of operation and the division of the gross receipts and net earnings derived therefrom shall be continued for one additional theatrical accounting month after the termination of the term as extended by said letter agreements.

It is understood that any modification of said agreement dated May 28, 1936, which will among other things provide for a change in percentage of distribution of receipts shall be effective as of the end of the last accounting week in the month of October 1941.

Kindly confirm the foregoing by signing and returning to the undersigned the duplicate original of this letter handed you herewith.

Very truly yours,

ST. PAUL THEATRES COMPANY,
By ALEX E. REOCH, *Vice President.*

Confirmed, November 25, 1941.

MINNESOTA AMUSEMENT COMPANY,
By JOHN J. FRIEDL, *President.*

NEW YORK, N. Y. *December 5, 1941.*

MINNESOTA AMUSEMENT COMPANY,
17 North 6th Street, Minneapolis, Minnesota.

DEAR SIRs: The Paramount, Riviera, Strand, and Tower Theatres, located in St. Paul, Minnesota, controlled by you, and the Orpheum Theatre, located in St. Paul, Minnesota, controlled by the undersigned, are at present being operated pursuant to the provisions of a letter agreement dated May 28, 1936, between you and the undersigned, which letter agreement provides that such method of operation shall end at 12 o'clock midnight August 31, 1941, or the nearest ending thereto of a theatrical week as determined by the Operating Committee provided for therein, as modified and extended by four letter agreements dated, respectively, August 22, 1941, September 15, 1941, October 7, 1941, and November 25, 1941, which provide that such method of operation shall be continued for four additional theatrical accounting months after the termination of the term provided for in said letter agreement dated May 28, 1936.

This will confirm our understanding as follows:

1. Such method of operation shall be continued to 12 o'clock midnight August 31, 1944, or the nearest ending thereto of a theatrical week, as determined by the Operating Committee provided for in said letter agreement of May 28, 1936; provided, however, that in the event the leasehold of the Orpheum Theatre now held by the undersigned (which leasehold expires, by its terms, December 29, 1943) shall not be renewed or extended, or in the event the undersigned shall fail to obtain a new leasehold of such theatre, then such method of operation shall terminate December 29, 1943;
2. From and after the ending of the theatrical accounting month of October 1941 the net earnings, as defined

in said agreement of May 28, 1936, derived from such operation will be divided between you and the undersigned in the ratio of seventy percent (70%) to you and thirty percent (30%) to the undersigned.

Kindly confirm the foregoing by signing and returning to the undersigned the duplicate original of this letter handed you herewith.

Very truly yours,

ST. PAUL THEATRES COMPANY,
By ALEX E. REOCH, *Vice President*.

Confirmed December 16th, 1941.

MINNESOTA AMUSEMENT COMPANY,
By JOHN J. FRIEDL, *President*.

2. Pooling Agreement Between Paramount subsidiary, Quaker Theatres Corporation, and Warner subsidiary, Stanley Company of America (Ex. 221, R. 264).

Agreement entered into this 27th day of August, 1936, by and between Stanley Company of America, a Delaware corporation, hereinafter referred to as "Stanley" and Quaker Theatres Corporation, a Delaware corporation, hereinafter referred to as "The Company",

Witnesseth:

Whereas Stanley represents that it leases and operates the Circle, State and 69th Street Theatres, in the City of Philadelphia, Pennsylvania, which leases are for a period extending beyond the term of this agreement and which leases are valid and in full force and effect, and

Whereas The Company represents that it leases and operates the Tower, Roosevelt, Nixon and Frankford Theatres, in the City of Philadelphia, State of Pennsylvania, which leases are for a period extending beyond the term of this agreement and which leases are valid and in full force and effect, and

Whereas Stanley is a skilled and experienced theatre operating organization, capable of rendering valuable services in the supervision and operation of all of the theatres above named and in the leasing and booking of motion pictures, entertainments and attractions therein and in the keeping of books of account in the operation thereof, and

Whereas economy of operation can best be achieved by vesting Stanley with the sole right of operating and managing all of the theatres covered hereby,

Now, therefore, In consideration of the premises and of the sum of One Dollar, lawful money of the United States, by each party to the other in hand paid, the receipt whereof is hereby acknowledged, and of the mutual covenants and agreements herein contained, it is hereby mutually agreed and covenanted by and between the parties hereto as follows:

1. The Company, as to the Tower, Roosevelt, Nixon and Frankford Theatres, hereby vests in Stanley, except as herein otherwise reserved, the management thereof and Stanley agrees, subject to the terms and conditions hereinafter enumerated, to manage and operate the said theatres heretofore leased and operated by The Company and also agrees to manage and operate the State, Circle and 69th Street Theatres heretofore operated by it, for the joint benefit of Stanley and The Company.

2. Stanley accepts the management of the theatres leased by The Company and heretofore operated by it and agrees to devote the best efforts of its organization to the management of the said theatres and to the management of the Circle, State and 69th Street Theatres so that all of the theatres covered hereby shall during the term of this agreement be operated for the joint benefit of Stanley and The Company.

Stanley shall have the exclusive right and authority to book all motion pictures licensed for the theatres covered hereby and to procure all entertainments and attractions for said theatres.

The parties hereto agree during the term of this agreement to continue to use their best efforts to obtain licenses of such photoplays as each of the said parties have heretofore licensed from various distributors. Such license agreements shall provide that the photoplays covered by said agreements shall be available for exhibition in all of the said theatres covered by this agreement. All existing film license agreements held by either of the parties covering the exhibition of photoplays in any of the theatres covered hereby shall be modified so as to permit the exhibition of said photoplays in all of said theatres. All agreements licensing the exhibition of Paramount and Warner-First National pictures shall be on the average for substantially the same rental terms per picture and shall be for substantially the same proportion of pictures released by Paramount and Warner-First National respectively

and said agreements shall be subject to the approval of the members of the Operating Committee. It is also agreed that the same number of Paramount and Warner-First National pictures, or as near as may be, shall be exhibited in the "A" theatres hereunder and that Stanley will accord to the pictures of Paramount and Warner-First National the same length and preference of playing time as near as may be practicable. The Company agrees, during the term of this agreement, to contract for the exhibition of Paramount news in the Company's theatres covered by this agreement.

This provision shall be effective with the commencement date of this agreement.

3. Stanley, as to the premises in which the State, Circle and 69th Street Theatres are located, and the Company, as to the premises in which the Tower, Roosevelt, Nixon and Frankfort Theatres are located, agree to pay on the due date thereof all rent, real estate and personal property taxes, insurance (except as hereinafter otherwise provided) and interest applicable thereto, as well as to make and pay for all repairs (except as hereinafter otherwise provided) in and to each of the said premises.

Stanley agrees out of the gross receipts received from the operation of all of the theatres covered hereby, to pay all expenses necessary and expedient for the operation of said theatres, (sometimes hereinafter referred to as "Operating expenses") other than said rents, real and personal property taxes, insurance, interest and cost of repairs.

4. The gross and net income received from the operation of said theatres shall be collected and distributed as follows:

A. Stanley shall collect the gross income of all of the theatres covered by this agreement and shall deposit such gross income in a special and separate bank account containing only such funds, in its own name or in the name of its affiliated company, which may act as its disbursing agent.

B. From the funds so deposited, Stanley shall pay all operating expenses of the theatres promptly when due.

For the purpose of this agreement the term "week" shall mean the theatre week, whether or not the same shall coincide with the calendar week as shall be fixed by the Operating policy of the theatres adopted from time to time by the Operating Committee; the term "accounting

period" shall be deemed the period of time commencing with the last Saturday in one calendar month and ending on the last Saturday of the succeeding calendar month; the term "gross income" shall mean the aggregate of and shall include all moneys received by such theatres for admissions thereto, including moneys received from and during benefit and/or midnight performance given thereat, less the amount of admission taxes, if any, imposed upon admissions by any lawful governmental authority and shall also include such additional sums as may be received in the theatres from various concessions, such as weighing scales, candy vending machines, advertising curtains and with respect to any benefit performances at said theatres, only the net amount of moneys received by such theatres for admission during such benefit performances, shall be included in the gross receipts thereof, and there shall not be included therein the amount of any rebate, overcharge or other amount paid to or received by the society or association giving or sponsoring said benefit performances; the term "operating expenses" shall have the meaning ordinarily attributed thereto in proper accounting practice applicable to the motion picture business, but shall be exclusive of the items of, real estate and personal property taxes, rent, insurance, interest and repairs specified in paragraph "3" as being directly chargeable to "Stanley" and "The Company" with respect to their respective theatres.

"Operating expenses" shall include, without limitation of the generality of the foregoing, the following items:

- (a) Film rentals.
- (b) Salaries of performers, musicians and stage hands.
- (c) Cost of acts and productions.
- (d) Salaries of all persons actually employed in the theatres, such as managers, cashiers, doormen, engineers, ushers, cleaners, projection and sound men and any overtime and extra salaries paid to said employees.
- (e) Newspaper and other advertising, including lobby displays, cost of promotions, contests, car cards, etc. scenery, cost of rental of stage props and equipment.
- (f) Telegraph, telephone and postage expended in the actual conduct and operation of each theatre, cost of supplies consumed in the theatres, cost of uniforms and cleaning.
- (g) License fees charged by any governmental authority for the privilege of doing business, and such fees as

may be charged for inspection of the theatres by any governmental bureau or department.

(h) Fees payable to the American Society of Composers, Authors and Publishers.

(i) Cost of electricity, heat, fuel, water, ventilation, refrigeration and gas consumed in the theatres, as well as the cost of burglar alarm and fire prevention and safety device service employed in the theatres.

(j) Workmen's compensation, fidelity, safe, burglary and hold-up insurance.

(k) Arbitration expenses, if any,

(l) The cost of repairs as provided in paragraph "6" hereof.

(m) Cost of audits as provided in paragraph "7" hereof. No home office expenses of either party shall be charged as an expense or operation of the theatres, nor shall any item of Social Security Taxes be charged as an expense of operation but each party hereto shall bear and pay such item individually with respect to the employees in its respective theatres.

Any rebates, allowances, or refunds allowed or obtained on any item of expense shall be applied to and deducted from such item so as to reduce the same by the amount thereof.

Public liability insurance shall be maintained by Stanley and The Company covering their respective theatres in amounts of not less than \$50,000 for injury to or death of any one person and not less than \$800,000 for injury to or death of more than one person arising out of any one calamity, and each party shall bear and pay the premiums for the insurance so carried and such premiums shall not be charged as an operating expense against the theatres covered hereby. The insurance policies so carried by Stanley and The Company with respect to the theatres covered by this agreement shall indemnify Stanley, The Company and such other companies or individuals as Stanley and The Company may from time to time designate, as their respective interests may appear.

No charge shall be made by Stanley or The Company for the booking of talent in any of the theatres covered hereby. Any vaudeville, stage shows or similar attractions, which may be used in any of the theatres covered by this agreement will be acquired through either Artists Booking Office, Inc. or Warner Bros., Artists Bureau, Inc.; any

booking fees so received by either of them shall be divided equally between the said companies.

C. The balance of the gross income for each accounting period as herein set forth remaining after the payment of operating expenses for said accounting period shall be termed "net receipts." The net receipts shall be allowed to accumulate in said special bank account up to but not exceeding \$10,000.00, which amount shall constitute a working fund for use in the operation of the theatres. In the event that said working fund shall at any time be used up or dissipated in whole or in part, it shall be replenished forthwith in the manner in which it was created from subsequent receipts.

D. Net receipts, if any, in excess of the sum of \$10,000 derived from the operation of the theatres covered hereby during the first year of the term of this agreement, shall be distributed within fifteen (15) days after the last Saturday of each calendar month during the term of this agreement (which day is hereby defined as meaning the "accounting day") in the proportion of 57% to Stanley and 43% to The Company until the sum of \$431,000 of net receipts during such year of the term of this agreement, shall have been distributed; thereafter all net receipts in excess of \$431,000 during such year of the term of this agreement shall be distributed in the proportion of 50% to Stanley and 50% to The Company. During the second year, the net receipts shall be divided in the proportion of 57% to Stanley and 43% to The Company until the sum of \$441,000 of net receipts during such year shall have been distributed and thereafter all net receipts in excess of \$441,000 during the second year of the term of this agreement shall be distributed in the proportion of 50% to Stanley and 50% to The Company. Any amount remaining in the working fund at the termination of this agreement shall be distributed in the proportion of 57% to Stanley and 43% to The Company.

If, for any reason, the Operating expenses shall for the period between one accounting day and the subsequent accounting day during the term of this agreement, exceed an amount equal to the sum of the gross income for said period and any amount remaining in the working fund, Stanley shall notify the Company of such fact and of the amount of such excess; within five (5) days of the giving of such notice Stanley agrees to deposit in the work-

ing fund 57% of the amount of such excess and The Company agrees to pay to Stanley for deposit in the working fund 43% of such excess, if such excess shall occur during any accounting period during any year of this agreement, prior to the distribution of \$441,000 of net receipts. And such contribution shall be in the proportion of 50% by Stanley and 50% by The Company, if such excess shall occur during any accounting period during any year after the sum of \$441,000 in net receipts shall have been distributed between Stanley and The Company.

In the event of the failure of either Stanley or The Company to make their respective payments to the working fund within said period, the party which shall not be in default, in addition to all other rights and remedies herein provided, shall have the right to terminate this agreement by notice to the defaulting party.

5. In the event of the failure of either Stanley or The Company to make good its share of the excess of the operating expenses over and above the gross receipts and the amount remaining in the working fund during any particular accounting period, the other party not in default, shall have the right to advance the sum which the defaulting party shall be obligated to pay, whereupon the party which shall not be in default shall be entitled to receive 100% of the net income until the said non-defaulting party shall be reimbursed for the entire amount which it shall have advanced for the defaulting party, together with interest at the rate of 6% thereon. But in addition to said remedies herein and in the foregoing paragraphs provided, the non-defaulting party shall have the right to proceed by any appropriate action to recover the amount which the said defaulting party shall have been obligated to contribute as hereinbefore provided.

6. Stanley shall not make any repairs in or to any of said theatres leased by The Company except with the written consent of The Company first had and obtained, which consent shall specify the manner in which payment for said repairs shall be made; Stanley may, in its unlimited discretion, make repairs and replacements of a temporary nature which shall not exceed the sum of \$25.00 for each item to any of the theatres covered hereby and such items of temporary repairs and replacements shall be deemed and be included as an operating expense. Stanley agrees to keep said theatres in good condition

as to such ordinary and temporary repairs without discrimination.

7. Full, complete and accurate books, records, accounts, data and vouchers shall be kept and maintained by Stanley as respects the theatres, the supervision and/or management of same and shall not be destroyed until both Stanley and The Company agree thereto, and shall be audited annually by Price, Waterhouse & Co. or some other firm of accountants of like standing. All disputes with respect to accounting shall be determined by Price, Waterhouse & Co. or some other accountants of like standing and the decision of such accountancy firm shall be conclusive and binding upon the parties hereto, and the expense shall be charged against the operation of the theatres.

All of said books, records, accounts, data and vouchers shall at all reasonable times be available for inspection by The Company at the office of Stanley at No. 321 West 44th Street, New York City, New York, and The Company shall at all reasonable times have the right to make copies thereof or abstracts therefrom.

Stanley shall furnish or cause to be furnished to The Company daily statements of box office receipts in connection with the operation of said theatres, as well as statements of receipts and expenses in connection therewith for each show week, as well as for each accounting period as herein defined.

8. This agreement shall apply only to the theatres themselves; all rents receivable by Stanley or The Company from sub-tenants in the buildings in which their respective theatres are located, shall be collected by Stanley and The Company respectively and shall not in any way be a part of, or subject to, any of the terms of this agreement.

9. Each of the parties hereto shall appoint a representative who together upon the date of this agreement becomes effective, shall make an inventory of the property located in the theatres leased by The Company, which inventory shall be signed by the representatives of both of the parties hereto. At the termination of this agreement, Stanley shall account for and turn back to The Company the property located in the theatres leased by The Company in the same condition as received, ordinary wear and tear,

damage by fire, the elements, acts of God and any other casualty excepted.

10. Any existing theatre license fees, service charges, supplies and other operating charges and expenses which may have been paid by either party at a time prior to the execution of this agreement and which shall cover a period extending beyond the commencement date of this agreement, shall be adjusted and apportioned and such amount as represents that proportion chargeable for a period after the commencement of this agreement shall be repaid to that party hereto which shall have paid the same; and the amount representing such payment to either party shall be charged as an expense of operation. Likewise, upon the termination of this agreement that proportion of such items as shall have been paid for a period extending beyond the date of the term of this agreement, shall not be deemed an operating expense but shall be repaid by the party leasing and operating the theatre for which said expense shall have been incurred.

11. It is understood and agreed that the initial operating policy of the theatres covered by this agreement shall be as follows:

In the locality in which the Circle and Roosevelt Theatres are located, the Circle shall be the "A" house, operating either on a full week policy or on a split week policy of four (4) and three (3) days with Friday opening; and the Roosevelt Theatre shall be the "B" theatre operating on a full week policy or with a split week policy of three (3) and four (4) days and with Saturday opening.

In the locality in which the State and Nixon Theatres are located, the State Theatre shall be the "A" theatre, operating on a full week policy or on a split week policy of four (4) and three (3) days, with Friday opening and the Nixon Theatre shall be operated as the "B" theatre, operating on a full week policy or on a split week policy of three (3) and four (4) days, with a Saturday opening.

In the locality in which the Tower and 69th Street Theatres are located, the Tower Theatre shall be operated as the "A" theatre on a full week policy or on a split week policy of four (4) and three (3) days, with a Friday opening and the 69th Street Theatre shall be operated as the "B" theatre on a full week policy or on a split week policy of three (3) and four (4) days with a Saturday opening.

The present policy in admission prices prevailing at the Frankford Theatre shall continue, but if "tab" shows are added on Thursdays, Fridays and Saturdays, increased prices will be charged for said days as long as the said policy continues.

All theatres are to run continuously on Saturdays and Sundays and an increase in price shall be made for admission after 6 P. M. on Saturdays.

Stanley agrees that it will not close any theatre covered hereby except for repairs or renovations and except by reason of strikes, epidemics, orders of any duly constituted authority, fire, earthquake, acts of God or inevitable casualty or except with the consent of the Operating Committee.

12. Within ten (10) days after the execution hereof, the parties hereto agree to the appointment of an Operating Committee consisting of two members, one of whom shall be designated by Stanley and the other of whom shall be designated by the Company. Either party hereto may at any time upon written notice to the other, substitute a new member of the Operating Committee (either permanent or temporary) instead and in place of the one previously designated by it.

Subject to all of the provisions and limitations contained in this agreement and to the provisions of the respective leases covering the theatres herein named, the duties, powers and functions of said committees shall be as follows:

A. It shall have the sole power and authority from time to time to designate and change the entertainment policy and specify the admission prices to the theatres covered by this agreement.

B. It shall have the power to determine any dispute arising between Stanley and The Company under this agreement, except accountancy disputes as hereinbefore provided.

C. It shall prepare a budget for the operation of the theatres; it shall have full budgetary control over all operating expenses as herein enumerated. No person shall be employed in the operation of any of the theatres whose salary shall be in excess of \$100.00 per week without the consent and approval of the Operating Committee. No contract extending beyond the expiration date of this

agreement shall be entered into without the written consent of the parties hereto.

D. It shall meet regularly in New York City during the term of this agreement and it shall keep a written record of all action had or taken at said meetings. The presence of both members of the Committee shall be necessary to constitute a quorum and a unanimous vote and in lieu thereof the unanimous consent in writing of both members of the Committee shall be required to transact any business hereunder. Any decision made by the Operating Committee with respect to any matter or thing within its jurisdiction, shall be final and binding but it shall have no authority to amend the provisions of this agreement or to transact any business not within the general scope and not in furtherance of the general purposes of this agreement.

E. In the event that there shall be a dispute between the members of the Operating Committee with respect to any matter or thing with reference to the supervision and operation and management of the theatres covered by this agreement, or in the event that the members of the Operating Committee are unable to agree upon any matter or thing involving the management and scope of this agreement, then said dispute or controversy shall be referred for determination by arbitration as hereinafter provided.

13. In controversy under this agreement shall arise between Stanley and The Company, which controversy or dispute cannot be decided by the Operating Committee to be appointed pursuant to the provisions of this agreement, it shall be settled by arbitration law of the State of New York, in the following manner:

Either party may by notice in writing served on the other, appoint one arbitrator and call upon the other to appoint a second arbitrator within five (5) days after the receipt of such notice; and each party agrees that upon receiving any such notice it will so appoint an arbitrator.

The two arbitrators thus appointed shall, within five (5) days after the appointment of the one last appointed, jointly appoint a third arbitrator. The controversy shall be submitted to the three arbitrators in such manner as they shall direct and their decision, or the decision of a majority of them, rendered in writing, shall be final, conclusive and binding upon the parties. In the event that a second arbitrator shall not be appointed as provided, or the two arbitrators first appointed shall fail to appoint

a third, application maybe made by either party to the Supreme Court of the State of New York, or to a Judge thereof, to designate and appoint an arbitrator or arbitrators as the case may require, as provided by the Arbitration Law of the State of New York. Each party shall pay its own expenses in connection with the arbitration, but the compensation and expenses of the arbitrators shall be borne in such manner as may be specified in their decision in writing.

Any board of arbitration created as herein provided shall be vested with absolute discretion as to the manner and method of making its determination and decision.

In the event of any arbitration as herein provided, each of the parties hereto shall cooperate with the other and with the Board of Arbitration and in particular each party shall furnish to any such board of arbitration any and all data and/or information in its possession that may be called for by said board of arbitration.

14. If any theatre covered hereby shall be damaged or destroyed by fire or other casualty so that the parties hereto shall be unable to operate the same, the remaining theatres shall continue in operation and the gross income and net receipts of the remaining theatres shall be applied and divided as herein set forth. If such damage or destruction however, shall result in the cancellation or termination of the lease covering said theatre, and the party hereto which shall lose said theatre shall be unable to enter into a new lease for the same within sixty (60) days after the occurrence of such damage or destruction, then this agreement shall ipso facto terminate and come to an end as of the date of such damage or destruction. If any theatre covered hereby shall be so damaged or destroyed so that it cannot be repaired or rebuilt within six (6) months after the date of such damage or destruction, then either party may cancel this agreement as of the date when it shall be determined that the said theatre cannot be repaired or rebuilt within the said period of six (6) months after such damage or destruction. Notwithstanding anything herein contained to the contrary, it is specifically understood and agreed that this agreement shall in no wise be affected if the lease on the Frankford Theatre covered hereby shall be lost or if the said theatre shall be damaged or destroyed.

15. This agreement may not be assigned or transferred by Stanley or by The Company without the written consent of the other, except to their respective parent companies or a 100% subsidiary thereof.

16. This agreement shall be for a period commencing September 4, 1936 at 8 A. M. and ending August 31st, 1939, at the close of business.

17. Wherever in this agreement it is provided that notice shall or may be given by one party to the other, such notice shall be in writing and shall be personally delivered or sent by registered mail, if to Stanley at No. 321 West 44th Street, New York City, New York, or if to The Company at No. 1501 Broadway, New York City, New York. Such notice shall be deemed to have been given upon its delivery, if delivered, or upon its receipt, if sent by registered mail. Either party may at any time alter its address by giving written notice to the other party.

18. Should Stanley or The Company default in any of the terms, covenants or conditions hereof, or should a permanent receiver or trustee in insolvency proceedings or re-organization proceedings be appointed of either of them, or should either of them petition for a re-organization of its business, or should Stanley lose possession of either the Circle, State or 69th Street Theatres, or should The Company lose possession of either the Tower, Nixon or Roosevelt Theatres, or should Stanley or The Company fail to contribute any sums herein provided to be paid by them at specified times, thereupon the party hereto which shall not be in default in the performance of the terms, covenants and conditions hereof, shall, in addition to the other rights and remedies herein provided in such event or events, have the right to cancel this agreement by sending notice of cancellation at least five (5) days prior to the date as of which this agreement shall be cancelled, whereupon on the date designated in said notice this agreement shall be deemed cancelled and terminated and of no further force and effect. In addition to said remedy, the party which shall not be in default, shall have the right to proceed by appropriate action or actions to recover the amount which said defaulting party shall become obligated to pay pursuant to the terms hereof, and in addition thereto the said party which shall not be in

default shall have the right to proceed by appropriate action to collect such damages as it may have sustained by reason of the breach of this agreement by said defaulting party.

19. Stanley agrees that it will not engage anyone in connection with the operation of the theatres covered hereby whose salary shall be charged as an expense of operation of the theatres covered by this agreement unless said employee shall devote all of his time and attention to the theatres covered hereby.

In witness whereof, the parties hereto have hereunto caused these presents to be executed by their duly authorized officers and their respective corporate seals to be affixed the day and year first above written.

STANLEY COMPANY OF AMERICA,

By (Sgnd.) J. BERNHARD, *Vice President.*

Attest:

[SEAL]

OK A. O. V.

(Sgnd.) E. K. KESSBERG,

Asst. Secretary.

QUAKER THEATRES CORPORATION,

By (Sgnd.) PAUL RAIBOURN, *Vice President.*

Attest:

[SEAL]

OK Y. F. F.

(Sgnd.) VAN ALLEN HOLLOMON,

Secretary.

B. Government's Digests of Theatre Operating Agreements in Evidence

EXHIBIT 200 (R. 257)

1. Parties: Agreement between B. F. Keith Corporation, and Skouras Theatres Corp., Broadway and Ninety-Sixth Street Realty Company.
2. Date of Agreement: April 29, 1938.
3. Duration: Period covering Sept. 1, 1939, and ending Aug. 31, 1952.
4. Coverage: Colonial Theatre, New York City; Riverside Theatre, New York City; 81st St. Theatre, New York City; unnamed theatres may be substituted.
5. Rental Terms: Parties agree that Skouras Theatre and Colonial Theatre (referred to as Keith Theatre) shall run day and date and have same entertainment policy sub-

ject to change only by the Advisory Committee, appointed pursuant to the terms of the agreement.

Keith to have exclusive agency for buying and booking for both theatres (except newsreels) and is to have authority to execute such licenses as may be necessary.

Keith agrees to use its best efforts to obtain agreements licensing the Skouras and Keith (Colonial) theatres for 1st run exhibition in the operating area, day and date with their first exhibition in any of the theatres in the RKO major circuit (as defined in Schedule A), the same features and shorts as are licensed under such agreements for 1st neighborhood run in $\frac{3}{4}$ of the Class A theatres in the RKO major circuit. Keith agrees that if it cannot obtain for exhibition in Skouras 1st run in the operating area, and day and date with 1st exhibition in the RKO major circuit in Manhattan and the Bronx, such feature shall not be exhibited 1st run in any theatre controlled by Keith except the Nemo Theatre or Hamilton Theatre. The agreement defines "Class A theatres" and the amount of license fee to be paid by Skouras is to be determined "by the then current method of allocation employed by Keith." The agreement further provides that Keith "shall deliver to Skouras a statement showing the theatre admissions in the aggregate in the various quoted counties owned, operated or booked for by Keith, together with film rentals in the aggregate payable by such theatres, exclusive of road shows and theatres in Times Square and Albee Square areas, and in addition, Skouras to be given copies or digests of license agreements pertaining to the two theatres. Film rentals for Skouras and Keith theatres are to be in proportion on such aggregate film rentals with total theatre admission, and total film rental "ratio" to be considered.

6. Other Terms: The agreement provides for the establishment of an Advisory Committee of four with the power among others to determine entertainment and operating policy, to direct that both theatres be closed and to determine disputes.

The net receipts and/or net losses of both theatres are to be distributed as follows:

Up to \$270,000 for any year: 65% to and by Keith; 35% to and by Skouras.

Over \$270,000 for any year: 50% to or by Keith; 50% to or by Skouras.

Keith retains the right to substitute certain theatres in place of Colonial and both parties agree that they will not aid any other persons to obtain pictures for exhibition in the defined "operating area."

If any theatre operating under this agreement is closed by direction of Advisory Committee the agreement is to continue and division between the parties "shall continue . . . as though both theatres were open and operated" (page 31); if a theatre is closed for other reasons substitution of "a comparable theatre" may be made.

On expiration of agreement Keith to get the product it had secured for the theatres except Fox, which was to go to Skouras.

Supplementary letter dated Sept. 1, 1939, from B. F. Keith Corporation to Skouras Theatres Corporation, substitutes the 81st St. Theatre for the Colonial Theatre.

Amendatory Agreement: Between Eighty-First St. Theatre Corporation and B. F. Keith Corporation dated Sept. 1, 1939. Formal agreement substituting 81st St. Theatre for Colonial Theatre, with 81st St. Theatre Corp. assuming terms and conditions of agreement dated April 29, 1938.

Letter dated Aug. 22, 1941, between parties, excludes newsreels from computations in connection with "film adjustment formulae."

Exhibit "P": Letter from Fox-Film Corporation to Randforce Amusement Corporation dated June 26, 1935.

1. Fox extends franchise for additional four years.

2. Certain runs waived in favor of Kingsway and Avalon.

3. Recites agreement of same date between United Artists Circuit, Inc. and Keith Albee Orpheum Corporation.

Letter dated Sept. 21, 1939 from Twentieth Century Fox Film Corp. to B. F. Keith wherein former consents to playing of features at Riviera instead of Savoy.

Letter dated July 23, 1941 extending agreement to Aug. 15, 1941.

EXHIBIT 201 (R. 257)

1. Parties: Contract between RKO and Skouras.

2. Date of Agreement: January 2, 1935.

3. Duration: Various dates as hereinafter specified.

4. Coverage Rental Terms, etc.: This exhibit is in three parts and consists of a series of agreements dealing with the pooling of the operation of RKO and Skouras theatres in the greater New York and suburban area, the transfer of management of certain theatres, and the fixing of playing time and sequence of runs among various theatres owned by the parties.

Part I

Part I of the exhibit consists of a series of interrelated agreements all executed on January 2nd, 1935, to take effect as of July 31, 1934. The first agreement provides for the pooling of the operation of the Skouras' Academy of Music Theatre and RKO's Jefferson theatre both on 14th Street, New York City, for a period of 3 years ending July 31, 1937. The agreement provides that RKO is to do the booking for the theatres and the Academy is to have first choice of pictures available to the RKO Major Circuit and the Jefferson is to have second choice of pictures and each theatre, subject to modification by a jointly constituted advisory committee, agrees to maintain admission prices as set forth in an annexed schedule. It is agreed that neither party will acquire any interest in any theatre south of 33rd Street, New York, without giving the other party an option to acquire a 50% participation in such interest. The profits and losses of the combined operation of the Academy and Jefferson theatres are to be shared equally by the parties.

In addition to pooling the operations of the Academy and Jefferson, the series of agreements provides for the exclusive booking by RKO of pictures for Skouras theatres, the availability of pictures licensed by Skouras for exhibition in RKO theatres, priority of exhibition among theatres operated by the parties, the admission prices to be changed in certain theatres, and the transfer by RKO to Skouras of an interest in the operation of theatres of RKO. These agreements were extended to July 31, 1943.

Part II

This consists of an agreement pooling the operation of RKO's 81st Street Theatre and Skouras' Riverside theatre in New York City for a period from March 31, 1938, to August 31, 1939. The two theatres are to have the same

operating policies and RKO agrees to make available for exhibition in the Skouras theatres pictures licensed for the RKO Major Circuit simultaneously with their exhibition in the RKO theatres and Skouras agrees not to book pictures except through RKO and to pay the proportionate amount of the rental payable by RKO for the entire circuit. Skouras agrees to make pictures licensed from Fox available to the RKO theatre. The combined profits and losses are to be shared 65% by RKO and 35% by Skouras. RKO and Skouras agree that they will not, without the other's consent, obtain the same pictures for exhibition in any theatre day and date with the Skouras and RKO theatres in the "operating area" (a described portion of the upper west side of Manhattan) except the Nemo theatre, nor without the direction of a joint operating committee permit their exhibition in the operating area within seven days after their exhibition in the RKO and Skouras theatres.

Part III

This is an agreement between Skouras and RKO relating to the operation of Skouras' Nemo theatre on upper Broadway, New York City, for a period from March 31, 1938 to August 31, 1952. RKO is appointed sole booking agent for the theatre and RKO agrees to obtain for the Nemo theatre the same pictures as are licensed for the 81st Street and Riverside theatres (see Part II of this Exhibit). Skouras agrees to pay the proportionate rental on films licensed by the RKO Major Circuit. The theatre is to be managed by an operating committee representing each of the parties and the profits after a designated figure, are to be shared equally, any loss to be borne by Skouras. The agreement contains the same provisions as the agreement covering the Riverside and 81st Street theatres (Part II of this Exhibit) limiting the exhibition of pictures licensed for the Nemo in the operating area.

EXHIBIT 202 (R. 257)

1. Parties: Randforce Amusement Corporation and B. F. Keith Corporation.
2. Date of Agreement: May 26, 1937.
3. Duration: From period beginning Sept. 3, 1937 and expiring Aug. 31, 1944.

4. Coverage: Republic Theatre, Brooklyn, N. Y.

5. Terms: Randforce agrees to permit Keith to manage, operate and book for its Republic Theatre and to direct all its policies, including the fixing of admission prices. Keith paid \$20,000 upon execution of the contract and agreed that the policy and admission prices at the Republic be the same as maintained at Keith's RKO Greenpoint and RKO Bushwick. Randforce agrees to cooperate with Keith and to exhibit features at its Republic, day and date with features exhibited in RKO Greenpoint and RKO Bushwick. Film rentals to be determined by formula then in use by Keith for determining film rentals in its own theatres. Full accounting by each party to the other, with Keith paying \$7,988.52 to Randforce as rent, with Keith receiving 2% of the cash receipts as its compensation plus 50% of amount by which cash receipts exceed cash disbursements.

Letter dated May 26, 1937 from RKO Film Booking Corporation Agent for Keith-Albee-Orpheum Corporation and RKO Proctor Corporation to Twentieth Century Fox Film Corporation, (marked "accepted" by W. C. Michel) as follows:

"Referring to our Franchise Agreement made as of August 1, 1934, but actually executed January 2, 1935, as amended and extended, this will confirm our understanding as follows:

"(1) Effective September 3, 1937, you will recognize and accept the Republic Theatre, located at Grand and Keap Streets, Brooklyn, New York, as a first run RKO theatre under said Franchise Agreement, as amended and extended, for the balance of the term thereof with the same rights and privileges to which the theatres listed in Schedule A attached to said Franchise Agreement are entitled, provided, however, that in case you receive from the undersigned written notice of the termination of an agreement dated the 26th day of May 1937, between Randforce Amusement Corporation and B. F. Keith Corporation with respect to said Republic Theatre, you shall thereafter cease to so recognize and accept such Republic Theatre.

"(2) Except as herein expressly provided, said Franchise Agreement, as amended and extended, shall remain in full force and effect."

Letter dated Dec. 28, 1943 from Randforce Amusement Corporation to B. F. Keith Corporation extends term of required contract to Aug. 31, 1954.

1. Parties: Agreement between Savridge Realty Corporation (Randforce) and B. F. Keith Corporation.

2. Date of Agreement: July 31, 1934.

3. Duration: July 31, 1934, to July 31, 1937.

4. Coverage: Savoy Theatre, Brooklyn, N. Y.

5. Terms: Savridge, owner of Savoy, engages Keith to manage and operate said theatre and to supply it with feature pictures to be exhibited first run day and date with the exhibitions of such motion pictures in RKO Brooklyn major circuit of ten theatres therein designated. Sayridge agrees not to reduce present admission prices but to adhere to a Schedule "A" as annexed thereto. The parties agree that any change in admission prices shall be by mutual consent. Film rentals to be determined by formula with allocation to each theatre in accordance with respective gross receipts of such theatres. Agreement may be cancelled if franchise agreement between Fox Film Corporation and RKO is cancelled.

Extended to Aug. 31, 1941, by agreement dated June 26, 1935.

1. Parties: Agreement between Randforce Amusement Corporation and B. F. Keith Corporation.

2. Date of Agreement: July 31, 1934.

3. Duration: July 31, 1934, to Aug. 31, 1941.

4. Coverage: Stone, Stadium & Embassy Theatres, Brooklyn.

5. Terms: Randforce enters into booking agreement with Keith whereby latter agrees to book for above named theatres in conjunction with its booking for RKO's Brooklyn major circuit—Stone, Stadium and Embassy are to exhibit day and date first run with theatres in RKO Brooklyn major circuit and Randforce agrees not to reduce present admission prices (set forth in annexed Schedule "A") without written consent of RKO.

In the event that the franchise agreement between Fox Film Corporation and RKO shall be cancelled, this contract may likewise be cancelled by either party on appropriate notice. Annexed are:

Schedule "A": lists admission prices for Embassy, Stone and Stadium.

Schedule "B": lists theatres in RKO New York major circuit.

Exhibit "C": Agreement between B. F. Keith Corp. and Randforce Amusement Corp. dated June 26, 1935, whereby "booking agreement" dated July 31, 1934, is extended to Aug. 31, 1941.

EXHIBIT 203 (R. 257)

1. Parties: Agreement between RKO Proctor Corporation and Skouras Theatres Corporation.

2. Date of Agreement: September 22, 1939.

3. Duration: Period commencing September 1, 1939, and ending August 31, 1952, with provision for extensive renewals.

4. Coverage: Proctor Theatre in Newark, N. J.

5. Terms: Provides for the organization of a corporation under the name of Proctor-Skouras Newark Theatre Corporation of which the shares are to be purchased by RKO and Skouras. The new company is to lease the building in which the Proctor Theatre is situated at a rental of \$60,000 per annum for a term of thirteen years commencing September 1, 1939, and ending August 31, 1952, and in turn agrees to sublease the theatre property to RKO at an annual rental of \$61,000. RKO and Skouras are to share equally in the capitalization of the new corporation. RKO is to manage and operate the theatre unless the operation of the theatre and commercial property shall have resulted in a net loss for two consecutive years when the management will be transferred to Skouras. If the operation of the combined property shows a loss under Skouras for a period of two years, the management and operation then revert to RKO. Neither RKO nor Skouras is to acquire, operate, or have any interest in any other theatre in Newark unless RKO or Skouras first offers the other party the right to participate equally in any such venture through the organization of a corporation in which RKO and Skouras shall have an equal stock interest. RKO is to buy for exhibition first run at the theatre upon the best available terms all feature pictures released by RKO, and if RKO is unable to procure such pictures, then Skouras is to have the right to suspend the agreements. Skouras agrees to procure 20th Century-Fox films for exhibition first run

in the theatre, and in case Skouras is unable to procure such pictures, RKO has the right to suspend the agreement.

The agreement provides for an advisory committee of four members, composed of two representatives of each party. The committee was given final power as to the operating policy of the theatre; as to the making of substantial repairs; and as to the approval of agreements for the purchase of pictures for exhibition at the theatre.

Part 2 of the exhibit consists of the lease from RKO Proctor Corporation to Proctor-Skouras Newark Theatre Corporation dated September 22, 1939. This lease is for a term of thirteen years commencing September 1, 1939, ending August 31, 1952, and refers to the agreement between RKO and Skouras executed contemporaneously with the lease and provides that if that agreement is terminated, the lease is to be terminated as of the date of the termination of the agreement.

EXHIBIT 204 (2 PARTS) (R. 257)

1. Parties: RKO Proctor Corporation and Fast Theatres, Inc.

2. Date of Agreement: January 1, 1935.

3. Coverage: Provides for lease or sublease to Fast Theatres, Inc. (S. H. Fabian, Pres.), of Proctor's Grand, and Palace Theatres, at Albany, New York; Proctor's and Plaza Theatres at Schenectady, New York; and Proctor's Theatre at Troy, New York. (See Ex. 229 pooling Warner theatres in Albany with Fast Theatres, Inc.)

4. Terms: Agreement leases or subleases above-named theatres for a twenty-one year period expiring August 26, 1956, for a guaranteed annual rental, graduated from \$205,000 to \$216,000 per year plus a share of the net profits varying from 27½ to 50%, depending upon profits earned, after deduction of management and booking fees paid to lessee.

By Article XXXI, p. 61, the lessee agrees during the term of the lease that "it will not extend its business outside the cities of Albany, Schenectady, and Troy, N. Y., nor will it become financially interested in any manner in any theatre outside of said cities." The lessee further agreed not to make any agreements for operating these theatres in conjunction with theatres located outside these three cities. The lessor agreed in the same article

(p. 62), not to acquire any other theatre interests in these cities.

At pp. 67-68 it appears that a twenty-one-year franchise for the exhibition of RKO pictures in the leased theatres was made simultaneously with the lease and termination of the lease is provided for if the franchise is terminated prior to its expiration date.

A separate document labeled "Film Buying Agreement", bearing the same date as the lease is attached, under which Fast appoints Proctor as its agent to buy films for the leased theatres for 1% of its gross receipts. According to a letter of December 9, 1937, film buying was taken over by Fast beginning with the 1936-37 season, but the obligation to pay the 1% fee was unaffected. A "Vaudeville Booking Agreement" of the same date is also attached.

Part two of this exhibit consists of a series of amendatory letters modifying the basic agreements in respects not material for purposes of this case.

EXHIBIT 205 (R. 257)

1. Parties: Agreement between Minnesota Amusement Company (Paramount) and St. Paul Theatres Company (RKO).

2. Date of Agreement: May 28, 1936.

3. Duration: Period covering June 26, 1937 to August 31, 1941.

4. Coverage: Paramount Theatre, St. Paul, Minn.; Riviera Theatre, St. Paul, Minn.; Tower Theatre, St. Paul, Minn.; Palace Orpheum Theatre, St. Paul, Minn.

5. Terms: Agreement effected cooperative operation. It set up an operating committee of two, composed of representatives of the two companies which was to meet in New York. It also provided for a local operating committee. It provided for about a two to one division of net earnings.

Provision was made in the agreement for bringing the President Theatre into the deal and it was provided that:

During the term of the Agreement neither you nor the undersigned nor any company affiliated with you or the undersigned shall at any time become interested in the operation of any theatre located in downtown St. Paul or of any theatre which may be considered to compete

with the Paramount, Riviera, Tower and Palace Orpheum Theatres, or any one of them.

You may continue the operation of the Cameo Theatre, St. Paul, provided such operation is conducted on a basis which shall be non-competitive with any of the aforesaid theatres. At any time at your request the Cameo Theatre may be subjected to the cooperative control of the Operating Committee provided that in that event (a) the distribution of the net earnings under the Agreement shall not be changed; (b) there shall be paid to you as part of the operating expenses, annually, the sum of \$2,000 or 25% of the net profits derived from the operation of the Cameo Theatre, whichever shall be the greater; and (c) you may withdraw the Cameo Theatre from such cooperative control at any time by covenanting with the undersigned that it will not be used for theatrical purposes during the remainder of the term of the Agreement.

With respect to film product, the contract provided:

The product of RKO Radio Pictures, Inc. shall be acquired through the undersigned for use in the aforesaid theatres on the same terms as such product shall be acquired by other companies affiliated with RKO Radio Pictures, Inc.; subject, however, in the case of each specific commitment, to the approval of the Operating Committee.

The product of Paramount Pictures, Inc., shall be acquired through you for use in the aforesaid theatres on the same terms as such product shall be acquired by other companies affiliated with Paramount Pictures Inc.; subject, however, in the case of each specific commitment, to the approval of the Operating Committee.

Upon the termination of the Agreement for any cause the undersigned shall have the right to assume and acquire any outstanding contracts for the exhibition in the aforesaid theatres of the product of any of the following companies: RKO Radio Pictures, Inc., Columbia Pictures Corporation, Universal Pictures Corporation and Vitagraph, Inc. or any successor corporation to any of said corporations, and you have a similar option in respect of contracts for the product of any other motion picture producing or distributing companies.

EXHIBIT 206 (R. 258)

1. Parties: Agreement between Singer Minneapolis Corporation (RKO) and Minnesota Amusement Company (Paramount).

2. Date of Agreement: December 11, 1936.

3. Duration: Period covering September 25, 1936 to September 2, 1937.

4. Coverage: Minnesota Theatre, Minneapolis, Minn.; State Theatre, Minneapolis, Minn.; Lyric Theatre, Minneapolis, Minn.; Astor Theatre, Minneapolis, Minn.; Orpheum Theatre, Minneapolis, Minn.

5. Terms: A partnership operation was created under the agreement and an operating committee of four persons was established. Each party was entitled to two members on the committee. Receipts were to be shared in approximately 3 to 1 ratio.

This agreement provided that while Minnesota Amusement Company should be in possession and control of the Grand Theatre and the Unique Theatre in Minnesota, which theatres were not being operated, they were not to be included in the agreement and it was agreed that Minnesota would not operate Grand or Unique unless they were first offered to be included in this agreement.

It was provided that neither party nor any company affiliated with either party should become interested in the operation of any first or subsequent run theatres in downtown Minneapolis unless they were first offered to be included under the agreement.

The contract provided that the parties should submit to each other at this time complete information as to all motion-picture product which has been contracted for exhibition in the aforesaid theatres during the 1936-37 playing season ending August 31, 1937, and the terms and conditions of all agreements with respect to same.

"The product of RKO Radio Pictures, Inc., shall be acquired through the undersigned for use in the aforesaid theatres on the same terms as such product shall be acquired by other companies affiliated with RKO Radio Pictures, Inc., subject, however, in the case of each specific commitment, to the approval of the Operating Committee. The product of Paramount Pictures, Inc., shall be acquired through you for use in the aforesaid theatres on the same terms as such product shall be acquired by

companies affiliated through so-called "partnership deals" with Paramount Pictures.

A series of agreements made a few changes with respect to the theatres covered and extended the basic agreement to August 31, 1944.

EXHIBIT 207 (R. 258)

1. Parties: Lease from Straham Theatres Corporation (Paramount) to RKO-Proctor Corporation.

2. Date of Agreement: July 23, 1937.

3. Duration: Period covering July 23, 1937, to August 30, 1947.

4. Coverage: Strand Theatre, Yonkers, N. Y.

5. Terms: The rent was to equal 40% of the combined net receipts of the Strand, RKO-Proctor and Central Theatres in Yonkers. The lessee agreed to make available for the three theatres first run RKO product for the 1937-1938 to 1946-1947 seasons and the lessor agreed to make available to these three theatres one-half of Paramount features and shorts for that period.

An agreement of July 31, 1939, between the parties refers to the cancellation of a lease on Central Theatre and eliminates provisions to the agreement with reference to the Central Theatre.

An agreement of May 1, 1942, between the parties refers to the lessee subleasing the Parkhill Theatre, and brings it within the agreement, but by agreement of November 20, 1942, this theatre was taken out of the agreement.

EXHIBIT 208 (R. 258)

1. Parties: Agreement between Publix Theatres Corporation (Paramount) and 45 West Randolph Theatre Corporation.

2. Date of Agreement: April 1, 1929.

3. Duration: Period covering 10 years.

4. Coverage: United Artists Theatre, Chicago, Ill.

5. Terms: Randolph engages Publix to manage, operate, etc., the United Artists Theatre for ten years beginning April 1, 1929, conforming to agreement between Famous Players Laskey Corporation and United Artists Theatre Circuit, Inc.; dated March 23, 1929.

(a) Publix to manage and operate, subject to orders of Board of Directors of Randolph;

(b) Publix to select and exhibit features;

(1) As to United Artists features: pursuant to contract between United Artists Corporation and United Artists Theatre Company, dated June 22, 1926, or renewals thereof;

(2) As to Famous Players: pursuant to contract between Famous Players Laskey Corporation and United Artists Theatre Circuit, Inc., dated March 23, 1929;

(3) As to all other features: to be selected by alternate lot by representatives of Publix and Randolph; theatre to be operated as first-run theatre and in accordance with existing contracts between distributors and Publix Theatres Corp.

\$500 per week to Publix for operation; with \$15,000 to be retained as reserve. Publix reserves the right to appoint Balaban and Katz as its agent.

1. Parties: Contract between United Artists Theatre Company and United Detroit Theatre Corporation (Paramount).

2. Date of Agreement: January 3, 1937.

3. Duration: For period ending August 31, 1941.

4. Coverage: United Artists Theatre, Detroit, Mich.

5. Terms: Michigan Company engaged United Detroit to manage and operate United Artists Theatre, subject to right of cancellation if franchise agreement dated September 1, 1936, between MGM Distributing Corporation and Detroit Corporation is terminated. Detroit Corporation to have complete management of theatre subject to existing MGM franchise of September 1, 1936.

Detroit Corporation to receive 40% of aggregate of all admission receipts and other income resulting from operation of the theatre.

EXHIBIT 209 (R. 259)

1. Parties: Agreement between B. F. Keith Corporation (RKO) and Monroe Amusements, Inc. (Paramount).

2. Date of Agreement: May 1, 1934, but actually executed and delivered June 18, 1937.

3. Duration: Period covering seven years.

4. Coverage: Palace, Temple, Century, Regent, and Capitol Theatres, Rochester, N. Y.

5. Terms: Agreement covered the pooling of operation of theatres leased by Keith and Monroe. By letter agree-

ment dated July 31, 1940, the agreement was modified in certain respects and extended until 1946.

Agreement provides for the appointment of an operating committee consisting of one member to be appointed by Keith and two members to be appointed by Monroe with power to:

1. Determine and change entertainment policies and admission prices at any of the pooled theatres.
2. Supervise the buying and booking for the pooled theatres.
3. Direct the closing of any of the theatres for any periods of time the committee deems advisable.
4. Approve the allowance of operating expenses for any of the theatres.

The combined net receipts or operating losses are to be divided between the parties according to a formula.

Keith has the right to discontinue operation of the Temple Theatre and Monroe to discontinue operation of the Capitol Theatre without the consent of the other. If the theatre premises are thereafter operated as a place of public theatrical or motion-picture entertainment by anyone other than the party who formerly operated it, the other party shall have the right to terminate the agreement.

EXHIBIT 211 (R. 261)

1. Parties: Agreement between International Vaudeville Company (Loew); Skouras Theatres Corporation; Ardstodd Inc.; Olthea Inc.; Metropolitan Play House, Inc.; Ninety Seventh Street & Broadway Realty Company and William A. White.

2. Date of Agreement: March 14, 1939.

4. Coverage: Olympia, Stoddard; 83rd St., Riviera, and Lincoln Square Theatres, New York, N. Y.

5. Terms: Agreement recites that Ardstodd and Olthea are New York corporations; that by agreement dated September 2, 1937, Latona Holding Corporation assigned to Ardstodd all its interest in a lease between Unum Real Estate Corporation and Latona dated November 22, 1933, covering Stoddard Theatre, New York City. Said lease after modifications expires September 30, 1945.

On September 2, 1937, by assignment from 2770 Broadway Corporation, Olthea got rights under existing lease

between Breller Realty Corporation and 2770 Broadway Corporation dated May 15, 1930, for premises for the Olympia Theatre, New York City. Said lease as modified expires September 30, 1951. Olthea being in possession of Olympia and Ardstodd in possession of Stoddard "agree that Skouras, Metropolitan and White are to assume the debts, liabilities, etc., of Olthea and Ardstodd." The agreement further recites that the Olympia Theatre has been closed from December 7, 1938, to the date of subject contract. The International Vaudeville Company purchases one-half of the interests of Skouras, Metropolitan and White in Olthea and Ardstodd. International Vaudeville also buys certain promissory notes from Skouras, Metropolitan and White, Olthea to give Skouras a non-negotiable note in part payment of advances.

Paragraph 2 (f) provides that Ardstodd and the 97th Street & Broadway Realty Company will enter into an agreement (Exhibit "D") whereby the Realty Company agrees that in operating its Riviera Theatre it will not exhibit any picture previously shown at Stoddard until at least seven (7) days after completion of Stoddard's run, that the Stoddard be operated as second run theatre, playing day and date with the Lincoln Square Theatre and ahead of the Realty's Riviera Theatre. Under "D" the Realty Co. is to be paid \$1,666.67 per month while the terms of the agreement are carried out. The original agreement contains guaranty provisions for reimbursement to Skouras for any amounts he may be required to pay to Unum Real Estate Corporation. Exhibit "C" of this exhibit contains list of "contracts covering the Olympia and Stoddard Theatres." Contract further provides 2 (g), a management agreement will be entered into between Olthea and Marcus Loew Booking Agency in the form designated as attached Exhibit "E" and Skouras and Ardstodd shall enter into a management agreement in a form designated as attached Exhibit "F".

Exhibit E

This is an agreement wherein Olthea hires Marcus Loew Booking Agency to manage and book for the Olympia. It is recited that the Agency manages the 83rd and Lincoln Square Theatres. Loew agrees that

it will provide pictures for the Olympia with the same availability as it secures for the 83rd Street Theatre, with no pictures playing the 83rd Street Theatre ahead of the Olympia.

Exhibit F—Agreement Between Ardstodd, Inc. and Skouras Theatres Corporation

Ardstodd employs Skouras Theatres Corporation to book, manage, and direct for the Stoddard Theatre; Skouras agreeing that it will provide pictures for the Stoddard with such availability that Stoddard will play at least seven (7) days ahead of any other theatre, which Skouras or any affiliated or subsidiary company owns, leases, books, or operates directly or indirectly, playing such pictures between 57th Street and 120th Street except Loew's 83rd Street Theatre, the Olympia Theatre and the Lincoln Square Theatre "it being understood that as long as the operators of the Lincoln Square permit, the Stoddard may have the same availability as the Lincoln Square." Skouras receives as compensation 3% of the gross receipts of the Stoddard.

EXHIBIT 212 (R. 262)

1. Parties: Agreements between Fox Metropolitan Playhouses Inc., Randforce Amusement Corporation, and Loew.

2. Coverage: Certain theatres in New York City.

3. Terms: (1) Lease of October 11, 1929, between The Radfield Corporation and Fox Metropolitan Playhouses Inc. for period from October 11, 1929 to October 11, 1954. Fox leased for \$35,000 a year premises in Brooklyn.

(2) Agreement of May 21, 1936, between Palace Brooklyn Corporation, assignee of Radfield, Metropolitan Playhouses, Inc., and Randforce Amusement Corporation.

Recites sublease from Fox Metropolitan to Randforce to February 1945, that Metropolitan now assumes obligations of original lease and Randforce assumes obligation of lease of October 11, 1929. Covers Alba Theatre.

(3) Letter of August 8, 1945, from Metropolitan Playhouses, Inc., to Lowe's Inc. advising extension of Randforce's lease on Alba Theatre to August 31, 1945.

(4) Leases between Astoria Theatre Corporation (Loew), Maso Amusement Corporation, Randforce

Amusement Corporation and Number One Theatre Inc., June 12, 1944, resulting in sublease of Alhambra Theatre to Randforce.

EXHIBIT 213 (R 262)

1. Parties: Agreement between Loew, Skouras, and Cinema, Inc.

2. Date of agreement: January 3, 1936.

3. Duration: Period covering January 3, 1936, to August 31, 1945.

4. Coverage: Triboro, Astoria, Grand, and Steinway Theatres, New York, N. Y.

5. Terms: The Triboro and Astoria are affiliated with Loew's, the Grand and Steinway operated by Skouras, and the Broadway operated by Cinema. The agreement provides for an operating committee of two members; one designated by the Loew theatres, and the other designated by Skouras and Cinema. The duties and powers of the committee are as follows:

1. To designate and change the policy and the number of program changes of the pooled theatres; it being agreed that the Triboro and Astoria are to be operated as first-run theatres for the term of the agreement.

2. To determine which of the pictures available to all of the parties are first class pictures which shall be exhibited first run at the Triboro and Astoria Theatres, and the booking of the remaining pictures.

3. The committee is to have no power to establish admission prices which are to be established by the individual parties to the agreement, and except as power is specifically given to the operating committee the operation and management of the various theatres remains with the parties.

4. Skouras agrees that it will not exhibit any motion pictures at the Crescent Theatre until at least seven days after the exhibition of such motion pictures at the other theatres.

5. The agreement provides for the payment out of the combined net receipts of fixed amounts to each of the parties and the excess is to be in the proportion of 50% to the Loew theatres and 50% jointly to Skouras and Cinema.

The second agreement is dated November 5, 1940, and modifies and extends the 1936 agreement until August 31, 1955. By the terms of this agreement the Astoria Theatre

is leased to Skouras from November 19, 1940, until August 31, 1955, at an annual rental of \$69,402.53. It provides that the Triboro and Astoria Theatres shall be operated as first run theatres during the term of the agreement, and that pictures shall be exhibited at the Broadway and Grand Theatres not earlier than seven days after the conclusion of exhibition at the Triboro and Astoria Theatres, and if such pictures are not exhibited at the Triboro and Astoria Theatres they shall be exhibited not earlier than seven days after the conclusion of exhibition at Loew's Plaza Theatre, Corona. The 1936 agreement is further modified to provide that the operating committee is to fix the admission prices at the Astoria Theatre.

EXHIBIT 214 (2 AGREEMENTS) (R. 262)

1. Parties: Loew's Incorporated and United Artists Theatres Circuit, Inc.

2. Date of Agreements: February 15, 1927.

3. Coverage: Provides for joint ownership of Penn-Federal Corporation, owner of Penn Theatres at Pittsburgh, Penn., and first run exhibition of Loew and United Artists films there. See Ex. 220, which pools this theatre with 2 Warner theatres in Pittsburgh.

4. Terms: A holding corporation is to be organized with two classes of stock, A and B, each class to elect half of the directors, to which Loew will transfer common stock of Penn-Federal Corporation. A stock of holding company will then be issued to United Artists Theatre Circuit for \$100,000. Agreement refers to 10 year franchise dated June 22, 1926, between United Artists Theatre Circuit and United Artists Corporation, giving theatres of former first run privilege where it operates theatres and provides that terms of franchise agreement shall apply to exhibition in the Penn-Federal Corporation theatre in Pittsburgh with a modification as to computation of operating costs to provide for dividends on preferred stock of Penn-Federal. If either party decides to sell interest in holding company, other shall have preemptive purchase right.

1. Parties: Loew-United Artists Columbus Corporation and the Chapel-State Theatre Company.

2. Date of Agreement: September 1, 1939.

3. Coverage: Provides for joint operation of Ohio and Broad Theatres at Columbus, Ohio.

4. Terms: Marcus Loew Booking Agency to make film contract for \$100 per week and net profits from both theatres to be divided 50-50.

(Although Exhibit 164 lists Penn-Federal Enterprises, Inc., as a corporation, 50% owned by United Artists Theatre Circuit, Inc., it is interested in the Century, Valencia, and Parkway Theatres at Baltimore, the Ohio and Broad Theatres at Columbus, the State Theatre at Louisville, and the Penn at Pittsburgh, all listed as managed by Marcus Loew Booking Agency, Loew's counsel have advised plaintiff that the foregoing two agreements are the only written agreements in effect with respect to these theatres. They state that the three Baltimore theatres and the State at Louisville are managed by Marcus Loew Booking Agency under an oral arrangement for a percentage of the receipts.)

EXHIBIT 216 (R. 268)

1. Parties: Agreement between Stanley Company of America (Warner) and Loew's Theatre & Realty Corporation.

2. Date of Agreement: September 8, 1941.

3. Duration: Period covering 10 years, commencing September 26, 1941.

4. Coverage: Aldine Theatre, Wilmington, Delaware.

5. Terms: This lease provides for a guaranteed minimum rental of \$30,000 per year, plus 15% of the amount by which the annual gross box-office receipts exceed the sum of \$200,000, but not to exceed \$4,000. The lease recites that the parties are contemporaneously executing a lease for the Loew's Parkway Theatre at Wilmington, wherein the tenant in this lease is landlord and the landlord herein is tenant (Exhibit 217), and it is provided that any default by either party to that lease shall give the other party the right to terminate its lease of the Aldine Theatre.

EXHIBIT 217 (R. 263)

1. Parties: Loew's Theatre & Realty Corporation and The Stanley Company of America (Warner).

2. Date of Agreement: September 8, 1941.

3. Duration: Covering a period of ten years commencing September 26, 1941.

4. Coverage: Loew's Parkway Theatre, Wilmington, Delaware.

5. Terms: This lease was executed simultaneously with the lease from Stanley to Loew's of the Aldine Theatre (Exhibit 216) and it is provided that if either party to that lease defaults, the other party at its option may terminate the lease to the Parkway Theatre. Lease provides for a rental of \$10,000 per annum.

EXHIBIT 218 (R. 264)

1. Parties: Warner Bros. Theatres, Inc., Parmond Theatre Corporation (Paramount) and Warner Bros. Circuit Management Corporation.

2. Date of Agreement: March 19, 1936.

3. Duration: March 1, 1936, to February 25, 1941.

4. Coverage: Parthenon, Hammond, Indiana; Orpheum, Hammond, Indiana; Paramount, Hammond, Indiana.

5. Terms: This is a management agreement under the terms of which Warner, operating the Parthenon and Orpheum theatres, Hammond, Ind., and Parmond operating the Paramount Theatre in Hammond, Ind., pooled their operation, management, and product under license in Warner Management Corporation. Latter is authorized to select and book all motion pictures for said theatres; all agreements licensing the exhibition of Paramount and Warner First-National pictures shall be on substantially the same rentals per picture and shall be for substantially the same proportion of pictures released by Paramount and Warner-First National, respectively; that the same number of Paramount and Warner First-National pictures shall be exhibited in the "A" theatre mentioned therein (Parthenon) with Management taking over any unplayed licenses. All existing film agreements of Warner and Parmond are assigned to Warner Management with Warner undertaking to obtain licenses for all Warner First-National pictures and Parmond undertaking to obtain licenses for the exhibition of all Paramount pictures, with such agreements to be entered into in the name of Warner Bros. Circuit Management Corporation. Warner Bros. Circuit Management is to receive \$150.00 weekly for such operation and the net receipts (i. e., gross receipts less operating expenses), were to be distributed 65% to Warner and 35% to Parmond. The agreement further defined the operating policy of the theatres enumerated:

(a) Parthenon to exhibit "first choice" pictures available to the parties;

(b) Paramount under "combination policy," i. e., exhibition of pictures after Management Corporation has assigned first choice of pictures to Parthenon;

(c) Orpheum to be operated as a "sluff" or subsequent run house.

The present scale of admission prices for all theatres were to be maintained, nor can Management Corporation make any material change in the operating policy of the theatre except with the consent of Warner and Parmond.

On termination of the agreement Warner was to assume all unplayed first-run pictures under film agreements from MGM, Warner First-National, Columbia, United Artists, and RKO and all unplayed second-run pictures from MGM, Universal, Warner First-National, Columbia, RKO, 20th Century, and United Artists, in Hammond. Parmond on termination was to assume all contracts for unplayed first-run pictures from Paramount, Fox-20th Century and Universal.

Letter

From: Parmond Theatre Corporation (Paramount).

To: Warner Bros. Circuit Management Corporation and Warner Bros. Theatres, Inc.

Date: May 7, 1940.

Extending term of March 19, 1936, to February 28, 1946.

Assignment

1. Parties: Parmond Theatre Corporation (Paramount) Hohman-Clinton Realty Corporation (Paramount).

2. Date of Agreement: June 1, 1940.

3. Terms: Parmond assigns all its right, title and interest in and to the March 19, 1936 agreement to Hohman-Clinton and Warner Bros. Theatres, Inc. consents thereto in writing dated June 20, 1940.

Extension Agreement

1. Parties: Among Warner Bros. Theatres, Inc., Hohman-Clinton Realty Corporation (Paramount) and Warner Bros. Circuit Management Corporation.

2. Date of Agreement: October 5, 1943.
3. Duration: Term extended to August 31, 1953.
4. Coverage: Parthenon, Hammond, Ind.; Orpheum, Hammond, Ind.; Paramount, Hammond, Ind.
5. Terms: This extension agreement recites the March 19, 1936 agreement and the memorandum of May 7, 1940 and extends the term to August 31, 1953. The agreement is made conditional upon the leases which Warner holds on the Parthenon and Orpheum and which are to be extended. If said leases terminate, either party shall have the right to cancel this agreement.

EXHIBIT 219 (R. 264)

1. Parties: Agreement between Keith Ohio Corporation (RKO) and Warner Bros. Theatres, Inc.

2. Date of Agreement: August 27, 1937.

3. Duration: Covers period from August 27, 1937, to August 31, 1943.

4. Coverage: Palace, 105th Street, Hippodrome, Lake, Uptown, and Allen Theatres, Cleveland, Ohio.

5. Terms: Agreement provides for the pooling of the operation of the Palace, Hippodrome, Allen, and Lake Theatres under one management and control to be exercised by an operating committee consisting of four members, two appointed by each of the parties. The committee had the sole power and authority to designate and change the entertainment policy and specify the admission prices at the various theatres subject to the provisions of any of the leases covering the said theatres.

It is agreed that the Hippodrome Theatre, during the term of the agreement, shall have first choice of pictures available to either Warner or Keith for first-run exhibition. The Palace shall have second choice of such pictures.

Warner agrees to procure all Warner Bros. pictures and Keith agrees to procure all RKO pictures for presentation at the Palace, Hippodrome, Allen, and Lake Theatres, and each party agrees to indemnify the other party to the extent of one-half of any obligation it incurs in licensing pictures of other producers. It is further agreed that during the time the Lake Theatre shall be closed Warner is to receive from the income derived from the operation of the Palace, Allen, and Hippodrome the sum of \$12,000, and Warner agrees that it will not sublet the Lake Theatre or

permit it to be used for theatrical purposes as long as Warner is in possession thereof.

The agreement also provides that after Warner and Keith have exercised their choices of pictures for exhibition in the Hippodrome and Palace Theatres, the remaining pictures available for exhibition first run in the downtown section of Cleveland shall be delivered to the operating committee for exhibition in the Allen Theatre. It is also agreed that they will not engage in the operation of any theatre within a radius of one mile from either the Palace, Hippodrome, Allen, or Lake Theatres which may be competitive with said theatres.

By agreement dated February 24, 1943, the 1937 agreement is extended to August 31, 1950. By the terms of this agreement Warner and RKO agree to make any pictures, except those road-shown, licensed to either of them, available for exhibition in the pooled theatres before exhibiting or permitting them to be exhibited in any other theatre in the Cleveland area. Each party agrees not to waive any of the clearances of any of the pooled theatres in favor of any theatre in which that party is interested without the consent of the other party, and Warner consents that the 105th Street Theatre shall retain its preferred second run.

EXHIBIT 220 (R. 268)

1. Parties; Stanley Company of America (Warner) and Penn-Federal Corporation (Loew's-United Artists Theatre Circuit, Inc.).
2. Date of Agreement: July 5, 1938.
3. Coverage: Stanley Theatre, Pittsburgh; Warner Theatre, Pittsburgh; Penn Theatre, Pittsburgh.
4. Duration: From July 5, 1938, to August 31, 1940.
5. Terms: This agreement provides for the management and operation of the Stanley Theatre, Warner Theatre, and Penn Theatre, Pittsburgh, and recites the existing film license agreements entered into by Stanley with Vitagraph covering Warner and First National features (annexed as Exhibit A) and film license agreement entered into by Penn with Loew's covering exhibition at the Stanley, Penn, or Warner (annexed as Exhibit B) for the purpose of: * * * effecting a more economical policy of operation by adopting a mutually satisfactory arrangement with respect to the operating policies of the said theatres * * *

The agreement provides for the appointment of an operating committee with the power to: (a) Designate and change the entertainment policy and specify admission prices, "but not with respect to the Warner Theatre which shall be operated as a first run theatre under the sole management and control of Stanley"; (b) to determine disputes; (c) to prepare an operating budget for the theatres and maintain full budgetary control.

The agreement provides also that the Penn Theatre be operated as a first-run theatre and shall have the first choice of all pictures available to both Penn and Stanley and that the Stanley Theatre be operated as a "first-run theatre on a combination policy," i. e., vaudeville, with one feature per week. If vaudeville is presented at the Penn, same must also be presented at the Stanley Theatre with the Stanley Theatre having second choice of all pictures available. The Warner is to be operated as "a first-run theatre on a straight motion-picture policy after a choice has been exercised of the pictures for exhibition in the Penn and Stanley theatres."

The agreement also provides that the clearance shall not be increased or reduced over subsequent runs during its term and fixes clearance as follows:

Exclusive first-run in the city of Pittsburgh with twenty-eight (28) days clearance over Pittsburgh; 28 days over all theatres within 15 miles from Pittsburgh city limits; 14 days over all theatres 15 to 25 miles from Pittsburgh city limits and 7 days over all theatres 25 to 35 miles from Pittsburgh city limits.

The availability of pictures for subsequent runs after the Penn, Stanley, and Warner theatres shall remain as at present.

The parties further agree that none of the pictures available to them for first-run exhibition in any of the theatres covered shall be made available for first-run exhibition in any other theatre in Pittsburgh unless approved by the Committee.

The Committee is to determine which pictures available in first-run Pittsburgh are first choice, and those not so selected for the Penn shall be available for the Stanley as second choice. All remaining pictures shall be available for the Warner.

The parties also agree to operate the theatres as first-run theatres without change except by consent of Stanley and Penn.

The net receipts of the Penn and Stanley theatres are to be divided equally between the parties and out of the net receipts of the Warner Theatres, Warner was to receive the first \$40,000 with remaining net receipts to be divided equally between Penn and Stanley.

In the event that a loss is incurred in the operations of the Stanley and Penn, such losses shall be borne equally by the parties.

Each party agrees to abide by the terms of the film licenses, copies of which are annexed to the agreement.

Representations were made in the agreement (par. 22) that Penn had available under the license first-run features released by Loew's, United Artists, and one-half of the product of Paramount Pictures Corp.; that Stanley had under license for first-run exhibition all features produced or released by Warner Bros. Pictures, Inc., First National, RKO, and one-half of product of Paramount Pictures.

Agreement

1. Parties: Stanley Company of America (Warner), Penn-Federal Corporation (Loew's-United Artists Theatre Circuit, Inc.).

2. Date: June 19, 1942.

3. Duration: Extends term of agreement to August 31, 1947.

4. Coverage: Stanley, Warner, and Penn Theatres.

Letter

From: Warner Circuit Management Corporation.

To: Penn-Federal Corporation (Loew's-United Artists Theatre Circuit, Inc.).

Date: June 19, 1942.

Defines "operating expense" and other items.

1. Parties: Stanley Company of America (Warner) and Penn-Federal Corporation (Loew's-United Artists Theatre Circuit, Inc.).

2. Date of Agreement: June 19, 1942.

3. Duration: Extends term to August 31, 1947.

4. Coverage: Stanley, Warner, Penn, and Ritz, Pittsburgh.

5. Terms: Modifies July 5, 1938; agreement and extension thereof dated April 10, 1940, to include operation and management of Ritz Theatre in Pittsburgh. This

agreement designates the policy of operation of Ritz as a first-run theatre on "straight motion-picture policy," excepting pictures available to Stanley and Penn after the first choice has been exercised by the Penn, Stanley, and Warner theatres. (Copies of film licenses are annexed to the agreement.)

EXHIBIT 221 (R. 264)

1. Parties: Stanley Company of America (Warner) and Quaker Theatres Corporation (Paramount).

2. Date of Agreement: August 27, 1936.

3. Duration: For period commencing September 4, 1936, and ending August 31, 1938.¹

4. Coverage: Circle, State, and 69th Street Theatres of Stanley; and Tower, Roosevelt, Nixon, and Frankford Theatres of Quaker; in Philadelphia, Pennsylvania.

5. Terms: Covers the pooling of operations of the theatres.

The management and operation of all of the theatres is vested in Stanley, and Stanley is given the exclusive right to book all motion pictures and to procure all entertainments and attractions for the said theatres. The parties agree to use their best efforts to obtain licenses of such photoplays as each of the parties have theretofore licensed from various distributors so as to permit the exhibition of the said photoplays in all of the pooled theatres, and it is agreed that Stanley will accord to the pictures of Paramount and Warner-First National the same length and preference for playing time as near as may be practical. Stanley is to collect the gross income of all of the theatres; and after paying all operating expenses the net receipts are to be distributed in a proportion of 57% to Stanley and 43% to Quaker to a splitting point, and thereafter the balance of the receipts is to be distributed equally.

The agreement provides for the appointment of an operating committee consisting of two members, one designated by Stanley and the other by Quaker, which shall meet regularly in New York City. The committee shall

¹ According to the 1945 theatre lists of Warner and Paramount (Exs. 156, 161, R. 242-8) this pool has been discontinued.

have the power to designate and change the entertainment policy and specify the admission prices to the theatres covered by the agreement.

EXHIBIT 222 (R. 264) (SEE EX. 232)

1. Parties: Paramount Pictures, Inc., Fox West Coast Theatres Corporation, California Theatre Realty Company and Strand Leasing Company.

2. Date of Agreement: November 5, 1943.

3. Coverage: Paramount and California (now State) Theatres, St. Francis, Warfield, Fox, and Alcazar Theatres in San Francisco, Calif.

4. Terms: This agreement is a modification of Ex. 232. It extends the leases on San Francisco theatres owned by Paramount and the Paramount first-run film franchise for that city for a ten-year period expiring June 30, 1953. During this period Fox agrees to continue to pay Paramount 37½% of the net profits of its San Francisco theatre operations (including the profits received from the theatres leased from Loew and others), even if Fox loses possession of some of the theatres involved by an earlier termination of the lease (p. 6).

EXHIBIT 223 (R. 268)

1. Parties: Agreements between Stanley Company of America (Warner) and Skouras Theatres Corporation.

2. Date of Agreement: September 3, 1935.

3. Duration: Period covering September 6, 1935, to January 31, 1945.

4. Coverage: Theatres owned at Hackensack, New Jersey; Jersey City, New Jersey; and Elizabeth, New Jersey.

5. Terms: The Stanley theatres involved are the Oritani at Hackensack, the Stanley at Jersey City, and the Ritz and Regent at Elizabeth. The Skouras theatres are the Fox at Hackensack, the State at Jersey City, and the Liberty at Elizabeth.

Original agreement provides for pooling of operation and places the control of the theatres under the control of an operating committee of four members: Messrs. Joseph Bernhard and Donald Jacobs, representing Stan-

ley; and Messrs. George and Spyros Skouras, representing Skouras. The operating committee has the sole power to designate and change the entertainment policy and specify the admission prices at the theatres covered by the agreement.

Skouras is authorized to buy and book all pictures for exhibition in the Fox and Oritani Theatres at Hackensack, and State Theatre at Jersey City subject to the approval of Stanley, and Stanley is authorized to buy and book all pictures for exhibition in the Ritz, Regent, and Liberty Theatres at Elizabeth, New Jersey, and the Stanley Theatre at Jersey City. Stanley agrees to obtain a license for the exhibition of Warner Bros. pictures and Skouras agrees to obtain a license for the exhibition of Fox pictures in all of the theatres covered by the agreement. The combined net receipts of the theatres in the towns covered by the agreement are to be divided between the parties according to a specified percentage.

By agreement dated March 25, 1943, the agreement of September 3, 1935, was extended for an additional period of ten years from February 1, 1945.

EXHIBIT 224 (R. 268)

1. Parties: Warner Bros. Theatres, Inc. and Lynchburg-Perry Theatre, Inc. (Paramount).

2. Date of Agreement: September 25, 1936.

3. Duration: Term beginning October 5, 1936, and ending October 4, 1938.

4. Coverage: Trenton Theatre, Lynchburg, Va.

5. Terms: Warners, in possession under a superior lease dated October 4, 1933 now subleases Trenton Theatre, Lynchburg, Va., to Lynchburg-Perry Theatre, Inc. (Paramount), for a term beginning October 5, 1936; and ending October 4, 1938 at a rental beginning at \$910.00 per month. A copy of the original lease is annexed as follows: (1) Date of Agreement: October 4, 1933. (2) Coverage: Trenton Theatre, Lynchburg, Va. (3) Terms: Parties of the first part lease Trenton Theatre to Warners for a period beginning January 1, 1935, and ending December 31, 1939, at \$541.66 per month.

Supplemental Agreement

1. Parties: Warner Bros. Theatres, Inc., and Lynchburg-Perry Theatres, Inc. (Paramount).
2. Date of Agreement: December 25, 1936.
3. Coverage: Trenton Theatre, Lynchburg, Va.
4. Terms: Under this agreement Warner assigns all film contracts relating to unplayed pictures to Lynchburg-Perry Theatre, Inc., as set forth in schedule A annexed to agreement.

Supplemental Agreement

1. Parties: Warner Bros. Theatres, Inc., and Dominion Theatres, Inc. (Paramount).
2. Date of Agreement: December 14, 1938.
3. Coverage: Trenton Theatre, Lynchburg, Va.
4. Terms: This agreement recites the original lease dated October 4, 1933, the sublease from Warner to Lynchburg-Perry and the assignment thereof to Dominion. Annexed thereto is an agreement extending the term of the underlying lease to December 30, 1944. It recites that Dominion Theatres, Inc., as exhibitor had entered into a license agreement with Vitagraph, Inc. as distributor, for the exhibition of feature pictures in the Paramount, Trenton, and Isis theatres, Lynchburg, beginning with the 1938-1939 season and ending with the 1943-1944 season. It was agreed between Warners and Dominion that if the franchise agreement be breached by Dominion, Warner reserved the right to terminate the sublease.

Supplemental Agreement

1. Parties: Warner Bros. Theatres, Inc., and Dominion Theatre, Inc. (Paramount).
2. Date of Agreement: November 14, 1944.
3. Duration: Term extended to December 30, 1949.
4. Coverage: Trenton Theatre.
5. Term: This agreement cancels paragraph 5 (tie in with franchise agreement) of the December 14, 1938, lease, and extends the term to December 30, 1949.

EXHIBIT 225 (R. 268)

1. Parties: Agreement between Empire Theatre of San Antonio, Inc. (Warner), and Interstate Theatre Operating Corporation (Paramount).

2. Date of Agreement: August 6, 1934.

3. Duration: Original lease for one year and extended from time to time to September 30, 1941.

4. Coverage: Empire Theatre, San Antonio, Texas.

5. Terms: Lease provides for a rental of \$24,000 per year. Lease recites that the tenant has entered into a simultaneous agreement with Warners for the exhibition of Warner pictures in the Empire Theatre and it is agreed that a breach of that agreement shall constitute a breach of the lease. During this period Vitagraph, Inc., the Warner distributing subsidiary, was substituted as lessor and Interstate Circuit, Inc., substituted as lessee.

EXHIBITS 226, 226a (R. 268; 2269)

1. Parties: Paramount Pictures, Inc., Fabian-Brooklyn Theatres, Inc., and Stanley-Mark-Strand Corporation (Warner):

2. Date of Agreement: September 1, 1940.

3. Coverage: Provides for joint operation of Paramount, Fox, and Strand Theatres in Brooklyn, N. Y.

4. Terms: Agreement provides for pooling of film product controlled by the parties, Paramount by Paramount, Columbia by Fabian, and Warner by Stanley-Mark-Strand, among Paramount, Fox, and Strand Theatres for five-year period with operation supervised by a three-man committee, one member appointed by each of the three parties. The Paramount is to be operated with first choice of the available product, the Fox with second choice, and the Strand with third choice. Net profits and losses are to be divided $\frac{1}{3}$ to each party. Admission prices are to be fixed by the committee for all three theatres, subject to minimum prices fixed in license agreements (par. 14, p. 17).

Film license agreements are attached which provide film rental terms for Paramount and Warner features based upon varying percentages of the gross depending upon profits earned from exhibition of these films. As for Columbia films, two pictures are to play the Paramount for

a percentage of the gross receipts and the rest are covered by a flat rental.

Ex. 226 is a franchise for Paramount films in the same theatres, dated September 1, 1938, for the 1938-39 and 1939-40 seasons, made pursuant to a prior operating agreement between the same parties, dated September 1, 1936, and renewed on September 1, 1938.

EXHIBIT 227 (R. 268)

1. Parties: Agreement between Stanley Company of America (Warner) and Kearuth Theatre Corporation.

2. Date of Agreement: August 22, 1940.

3. Duration: Covers a period of one year commencing September 1, 1940, and has been extended from time to time by agreement, the last extension being to August 31, 1948.

4. Coverage: Hudson and Regent Theatres, Kearny, New Jersey.

5. Terms: Agreement provides for pooling the operation of Stanley's Hudson Theatre and Kearuth's Regent Theatre. Agreement provides that the theatres shall be under the supervision of an operating committee of two members, one appointed by each of the parties which shall have the power to change the entertainment policies and specify the admission prices of the theatre. Stanley is to license all pictures to be exhibited in the theatres and the pictures shall be so licensed that they will be available for exhibition in either of the theatres. The combined net receipts of the two theatres are to be divided between the parties in the proportion of approximately 52% to Stanley, and approximately 48% to Kearuth, and the combined loss, if any, is to be borne in the same proportions.

EXHIBIT 228 (R. 268)

1. Parties: Poli-New England Theatres, Inc. (Loew), and Connecticut Theatrical Corporation (Warner).

2. Date of Agreement: May 31, 1939.

3. Coverage: Lease of the Strand Theatre at Waterbury, Conn. for 2 years, expiring March 31, 1942, for 20% of the gross receipts by Poli-New England to Connecticut.

EXHIBIT 229 (R. 268)

1. Parties: Fast Theatres, Inc., and Stanley-Mark-Strand Corporation (Warner).

2. Date of Agreement: July 2, 1941.

3. Duration: Covers a period of five years and three months commencing June 1, 1941, and ending August 31, 1946. By agreement dated July 21, 1943, the agreement was extended for a further period of five years ending August 31, 1951.

4. Coverage: Grand, Leland, Ritz, Madison, and Delaware Theatres, Albany, New York.

5. Terms: Agreement provides that the operation and management of the Grand and Leland Theatres of Fast and the Ritz, Madison, and Delaware Theatres of Warner are to be pooled. The operation and management of the pooled theatres shall be under the supervision of an operating committee of four members, two designated by Fast and two designated by Stanley, who shall have the sole power and authority from time to time to designate and change the entertainment policy and specify the admission prices at the pooled theatres. Fast agrees that in the licensing of pictures for exhibition in the Palace Theatre it will not obtain clearance over the theatres covered by the agreement in excess of the clearance which the Palace has, and Stanley agrees that as operator of the Strand Theatre it will not obtain clearance over the theatres covered by the agreement in excess of the clearance in effect. Each party agrees that it will negotiate for and license the photoplays which it has heretofore licensed for its theatres, and that all license agreements shall permit exhibition in all of the pooled theatres. The combined net receipts of the pooled theatres are to be divided in the proportions of 41% to Fast and 59% to Stanley, and the combined losses are to be borne in the same proportions.

Fast is given a 41% interest in Stanley's lease for the Delaware Theatre under construction, and agrees to reimburse Stanley for 41% of all expenditures made by Stanley in furnishing and equipping the Delaware Theatre.

EXHIBIT 230 (R. 268)

(a)

1. Parties: Fox Philadelphia Building, Inc. (Sub-Lessor) and Stanley Company of America (Sub-Lessee) (Warners).

2. Date of Agreement: July 28, 1936.

3. Duration: Beginning August 1, 1936, ending July 31, 1939.

4. Coverage: Fox Theatre, Philadelphia.

5. Terms: Recites "senior lease" for premises dated June 30, 1921 from William H. Morris to William Fox Entertainments Company for a term of 50 years, modifications and assignments thereof and last senior lease wherein Girard Trust Company was lessor and Fox Philadelphia Building, Inc. was lessee dated August 1, 1934, copy of said lease is annexed to exhibit marked Exhibit B.

Under the terms and provisions of this agreement Fox Philadelphia sub-leases the Fox Theatre to Stanley for a period of three years ending July 31, 1939 at a rental of \$10,683.33 monthly plus taxes, with a covenant among others, that the junior lessee will not breach the terms and conditions of the senior lease.

The agreement refers to an existing franchise agreement between Warner Bros. Circuit Management Corp. and 20th Century Fox, dated July 28, 1936 (annexed as Exhibit C) which provides that if such franchise agreement be terminated the sub-lessor may, upon proper notice, terminate its sub-lease. In the event of such termination of sub-lease, Stanley agrees that it will assign all its right, title and interest and all the right, title and interest of Warner Bros. Circuit Management Corporation in and to the film franchise agreements relating to the exhibition of first run pictures in Philadelphia to Fox Philadelphia Building, Inc., the sub-licensor, and will use its best efforts to procure the consent of 20th Century Fox Film Corporation to such assignment.¹

¹ The film franchise agreements mentioned in this agreement were not annexed to the photostatic copy of the lease furnished to the Government.

(b)

1. Parties: Fox Philadelphia Building, Inc. and Stanley Company of America (Warners).
2. Date of Agreement: July 31, 1939.
3. Duration: Extends term five years to July 31, 1944.
4. Coverage: Fox Theatre.
5. Terms: Recites sub-lease dated July 28, 1936 and extends its term five years to July 31, 1944 with modifications. A new rental at \$11,166.66 monthly is provided for and a new Article XVII relating to existing film franchise is substituted providing, among other things, that if the existing film license agreement with 20th Century Fox providing for exhibition of motion pictures for 1939-1940 season is cancelled, or if Fox pictures are not licensed to the sub-lessee for exhibition in the Fox Theatre either party, upon proper notice, may terminate the sub-lease. The substituted Article provides further that if the sub-lease is terminated prior to the termination or cancellation of the license agreement or of any subsequent license agreement relating to the exhibition of motion pictures distributed by 20th Century Fox to the Fox theatre, Stanley agrees that if requested to do so by Fox Philadelphia it will assign through the latter all its right, title and interest in all the right, title and interest of Warner Bros. Circuit Management Corporation to that part of such license agreement relating to the exhibition of first run motion pictures in Philadelphia.

(c)

1. Parties: Fox Philadelphia Building, Inc., and Stanley Company of America (Warner).
2. Date of Agreement: June 12, 1944.
3. Coverage: Fox Theatre.
4. Duration: August 1, 1944 to July 31, 1949.
5. Terms: By this agreement Fox leases the Fox theatre to Stanley at a rental of \$184,000 per year plus taxes and other charges. Provision is made that the name "Fox" be continued as the name of the theatre with the tenant agreeing (Article 23) to use the premises as a first run first class motion picture theatre. The agreement further provides (Article 11) that either party may at its discretion and without any reason therefore terminate this lease upon at least one year's prior written notice.

EXHIBIT 231 (R. 265)

1. Parties: Lease from Loew's to Fox West Coast Theatre.
2. Date of Agreement: August 31, 1936.
3. Duration: Covers period of nine years from September 1, 1936, to August 31, 1945.
4. Coverage: Warfield Theatre, San Francisco, California.
5. Terms: Provides for an aggregate rental of \$1,125,000. Lease refers to a franchise agreement executed simultaneously with the lease for the exhibition of Loew pictures in the Warfield Theatre and other theatres in the city of San Francisco, and it is provided that if the franchise agreement is terminated pursuant to the provisions thereof, the landlord shall have the right at its option to terminate the lease.

EXHIBIT 232 (R. 265) (SEE EXS. 222 AND 231)

1. Parties: Trustees in Bankruptcy of Paramount Public Corporation, Fox Film Corporation, and Fox West Coast Theatres Corporation.
2. Date of Agreement: January 25, 1934.
3. Duration: Approximately ten years.
4. Coverage: (1) Lease of the following theatres in San Francisco: Paramount, period May 1, 1933, to June 30, 1943; California, period May 1, 1933, to August 31, 1943; St. Francis, period January 1, 1934, to June 30, 1943.
(2) Paramount participation in the net earnings of the following theatres operated by Fox in downtown San Francisco: Paramount, California, St. Francis, Warfield.
(3) Lease of Paramount Theatre, Oakland, California, for a period of 15 years commencing May 1, 1933, with an option to renew.
(4) Lease of Paramount Theatre, Portland, Oregon, for the period November 10, 1933, to October 31, 1943.
(5) Ten-year film franchise agreements relating to exhibition of Paramount pictures first-run in Fox theatres in the cities of San Francisco, California, Oakland, California (15 years), Portland, Oregon, and Seattle, Washington.
5. Terms: This agreement which, together with exhibits attached thereto, comprises a total of 409 pages. The preliminary portion contains recitals as to a previous

agreement, dated December 10, 1930, between Paramount and Fox, under which Paramount agreed that it would cause its appropriate subsidiaries to sublet, and Fox agreed that it would cause Fox West Coast Theatres, Inc., or other designated subsidiaries, to hire from Paramount's subsidiaries certain theatres in the above-named cities. As an outgrowth of this December 10th agreement, and also as a result of certain other transactions entered into between Paramount and Fox, controversies had arisen between the Paramount Trustees and Fox which they desired to settle in accordance with the provisions of the instant agreement.

Article I (page 12) Rent Arrearages on the Paramount, California, and St. Francis Theatres in San Francisco

This article provided for settlement of rental arrearages of these theatres.

Article II (page 15) New Leasing Agreement, San Francisco Theatres

It was provided that West Coast would cause a new corporation to be named West Coast Leasing Corporation, or such other name as West Coast should designate (termed "Coast Leasing") to be organized under the laws of Delaware for the purpose of acquiring and operating theatres; that Paramount Trustees would cause the Granada Realty Company, as lessor, and West Coast as lessee, to enter into a lease of the Paramount Theatre in San Francisco substantially in the form annexed as "Exhibit B" (page 85) attached to the agreement, for a period of ten years and two months beginning May 1, 1933, and ending June 30, 1943, at an annual rental of \$87,500 and upwards; that Paramount Trustees would cause the Market Street Realty Company, as lessor, to lease to West Coast, as lessee, the California Theatre in the form annexed marked "Exhibit C" (page 114) for a period of ten years and four months, beginning May 1, 1933, and ending August 31, 1943, at an annual rental of \$35,000 until August 31, 1936, and \$42,500 for each year thereafter until termination of the lease; that the Paramount Trustee would cause the Strand Leasing Company, as sublessor, and West Coast, as sublessee, to execute a sublease of the St.

Francis Theatre, San Francisco, substantially in the form annexed, marked "Exhibit D" (page 141), for a period of nine years and six months, beginning January 1, 1934, and ending June 30, 1943, at an annual rental of \$75,000. West Coast agreed that it would immediately cause Coast Leasing to execute a sublease of each of these San Francisco theatres.

Section 14 of this Article (page 25) stipulates that the trustees in bankruptcy of Fox West Coast Theatres, in addition to the other San Francisco theatres mentioned, are operating Loew's Warfield Theatre owned by a subsidiary of Loew's, Inc., and leased to Fox West Coast Theatres, bankrupt, for a term ending September 27, 1941. It is also stipulated that negotiations are pending for, and West Coast agrees to use its best efforts to obtain, a lease, sublease, or operating arrangement, for the Embassy Theatre, San Francisco. This Article further provides that West Coast will cause to be transferred to Coast Leasing all rights, title, and interests which Fox or West Coast, or their subsidiaries, may have or become entitled to in the profits of operation of the aforesaid theatres.

Section 15 of this Article (page 27) provides that there shall be annexed as "Exhibit E" (page 177) a map of the downtown district of San Francisco showing the motion picture theatres in said district; that in the event there should be acquired any additional theatre or theatres in said district by Fox, West Coast, or the trustees in bankruptcy of Fox West Coast Theatres, or by Paramount Trustees, each theatre shall be offered to Coast Leasing, or a wholly owned subsidiary thereof, within thirty days after the acquisition.

Article III (page 28) Agreement for Payment of a Portion of Operating Profits, San Francisco Theatres

It provided that for the period from May 1, 1933, to date of commencement of operations of Coast Leasing, West Coast will pay to Paramount Trustees a sum equal to $37\frac{1}{2}\%$ of the aggregate net earnings for such period arising from the operation of all theatres within the downtown district of San Francisco in which either Fox or West Coast, or the bankrupt estate of Fox West Coast, shall have any interest. For the period from the date of commencement of operations of Coast Leasing to June 30, 1943, West

Coast agrees to pay Paramount Trustees a sum equal to 37½% of the aggregate net earnings of Coast Leasing.

Article IV (page 45) Paramount Theatre, Oakland, California

Section 2 of this Article provides that West Coast will cause Solano Theatre Corporation, Ltd., to enter into an agreement of lease with Broadway and Twentieth Properties, Inc., substantially in the form annexed marked "Exhibit F" (page 178), as lessor for the Paramount Theatre in Oakland, this lease to be for a term of fifteen years, beginning May 1, 1943, with an option to the lessor to renew for five additional years at a rental of \$70,000 per annum, or 15% of the annual gross receipts, whichever sum may be greater.

Article V (page 49) Seattle and Portland Theatres

Section 1 of this Article provides for a settlement whereby Fox agrees to pay to Paramount Trustees in complete satisfaction and full discharge of Fox's obligation to them and to Paramount, with respect to arrearages in rent claimed to be due under the agreement of December 10, 1930 up to December 31, 1932 for the Paramount Theatre in Seattle, the sum of \$9,696.89. Fox, by payment of the sum of \$4,500, makes a similar settlement of all claims arising under the December 10th agreement relating to the Rialto Theatre in Portland, Oregon. A similar settlement is made with respect to arrearages in rental claimed under the December 10th agreement for the Paramount Theatre in Portland, Oregon by the payment by Fox of the sum of \$20,833.34.

Article VI (page 59) Film Franchise Agreements

Section 1 provides that Paramount Trustees will cause Paramount Pictures Distributing Company, Inc., to execute and deliver the following agreements covering features, news reels, and short subjects:

(1) Film Franchise Agreement annexed marked "Exhibit L" (page 250).

Parties: Paramount Pictures Distributing Company, Inc., and Fox West Coast Theatres Corporation.

Duration: Term beginning August 1, 1933, and ending July 31, 1943.

Coverage: The following theatres in San Francisco: Paramount, Warfield, St. Francis.

Run: First run (subject to Paramount's right to "road-show").

Admission Price: The exhibitor will charge admission prices comparable in amount to the average admission prices charged for admission by theatres of similar character in cities of corresponding size.

Rental: For Class "A" features at Paramount Theatre for each week of exhibition, 25% of gross to \$14,000 and a sum equal to 50% of gross in excess of \$14,000. Where weekly gross less than \$10,000 license fee to be 20% of gross during such week; for Class "B" features at Warfield Theatre, 15% of weekly gross up to \$20,000, 50% above that sum. Minimum guarantee \$1,750; for Class "C" features at Warfield, 15% of weekly gross up to \$20,000, 50% above that sum; for Class "D" features at St. Francis Theatre \$800.

(2) Film Franchise Agreement annexed marked "Exhibit M" (page 287).

Parties: Paramount Pictures Distributing Company, Inc. and Fox West Coast Theatres Corporation.

Duration: Fifteen years—August 1, 1933 to July 31, 1948.

Coverage: Fox, Paramount, Orpheum, Grand Lake Theatres, Oakland, California.

Run: First run Oakland, California.

Admission Price: Exhibitor will charge admission prices comparable in amount to the average admission prices charged for admission by theatres of similar character in cities of corresponding size.

Rental: For Class "A" features at Fox in conjunction with stage presentation, 15% of gross up to \$19,000, and 50% thereafter. For Class "A" features at Fox not in conjunction with stage presentation, 25% of the weekly gross up to \$15,000, 50% thereafter. If weekly gross less than \$10,000 then license fee to be 20% of such weekly gross.

For Class "A" feature photoplays at Paramount Theatre with stage presentation, 15% of weekly gross up to \$18,000, 50% thereafter. For Class "A" features at Paramount without stage presentation, 25% of weekly gross up to

\$13,000, 50% thereafter. If weekly gross without stage presentation less than \$9,000, the license fee shall be 20%.

For Class "A" features at Orpheum Theatre with stage presentation, 15% up to \$17,000, 50% thereafter. For Class "A" features at Orpheum Theatre without stage presentation, 25% up to \$12,000, 50% thereafter. If weekly gross less than \$8,000, license fee 20% of such weekly gross. For Class "B" features at Orpheum or Grand Lake Theatres \$500 per photoplay.

(3) "Exhibit N" (page 328) is an agreement providing for the application of the terms and conditions of the film franchise agreements referred to in Exhibits "L" and "M" to pictures released for exhibition in San Francisco and Oakland during the period May 1, 1933, to August 1, 1933.

(4) "Exhibit O" (Page 330) Film Franchise Agreement.

Parties: Paramount Pictures Distributing Company, Inc., and Fox West Coast Theatres Corporation.

Duration: August 1, 1933, to July 31, 1943.

Coverage: Liberty and Paramount Theatres in Portland, Oregon.

Run: First.

Admission Price: Admission prices shall be comparable to those charged by theatres of similar character in cities of corresponding size.

Rental: Deal sheets attached to contract provide that at the Liberty Theatre there shall be a total of twenty-five weeks playing time as follows: Six weeks at 30% a split, 50% over the split. Fourteen weeks at 25% to a split, 50% over the split. Five weeks at 20% to a split, 50% over the split.

At the Paramount sixteen pictures shall play at 20% to a split, with 50% over the split. Nine pictures at \$500 per picture, seven days each. Balance \$350 for seven days each. Exhibitor has the privilege of excluding 10% of the \$350 pictures of Group S-5. The "split figure" is deemed to mean that point where the gross receipts of the theatre during the exhibition of each such percentage photoplay shall reach a figure which allows the exhibitor to reimburse itself out of such gross receipts for its operating expenses and for the minimum license fee so paid, and will allow the exhibitor to profit a further sum out of such gross receipts equal to the minimum license fee so paid.

(5) "Exhibit P" (page 362) Franchise Agreement.

Parties: Paramount Pictures Distributing Company, Inc. and Evergreen State Amusement Corporation (Delaware).

Duration: Ten years, commencing August 1, 1933, and ending July 31, 1943.

Coverage: The following theatres in Seattle, Washington, the Fifth Avenue, Paramount, and Orpheum Theatres.

Run: First (subject to Paramount's right to "road-show" as provided).

Rental: Fifth Avenue, twenty weeks' playing time, six weeks, 30% to a split, 50% over the split. Fourteen weeks, 25% to a split, 50% over the split.

Paramount (total of 20 pictures). If stage show, 15% to a split, 50% over the split. If no stage show, 25% to a split, 50% over the split.

It is also agreed if the weekly gross receipts of the Fifth Avenue Theatre during the exhibition of any such 30% or 25% photoplays shall not reach the house expenses during such respective weekly exhibition, then such license fees shall be reduced with respect to such week to 25% of gross to the split and 50% over with respect to such 30% photoplays and 20% of the gross to a split with 50% over with respect to such 25% photoplays.

EXHIBIT 232a (R. 2269)

1. **Parties:** Contract between Paramount-Publix Corporation (Paramount) and Fox Film Corporation (Fox).

2. **Date of Agreement:** December 10, 1930.

3. **Duration:** Varying dates from 3 years to 20 years.

4. **Coverage:** (a) Sublease of the following Paramount first run theatres:

Theatre and City

California, San Francisco; Paramount, San Francisco; St. Francis, San Francisco; Paramount, Seattle; Paramount, Portland; Rialto, Portland.

(b) Licensing of Paramount pictures in said theatres.

5. **Rental Terms:** (a) Sublease.—Fox to pay Paramount

a stipulated annual rental ranging from \$39,737.60 to \$217,743.99, depending upon the theatre involved; with a provision that if the actual yearly earnings of Fox West Coast Theatres Inc.'s "first-run" exhibitions in San Francisco, Seattle and Portland (combined) exceed their average yearly earnings as specified, then Fox will pay Paramount, as additional rent, 35% of the difference between such average yearly earnings and the actual yearly earnings; but such additional payment shall not exceed, in the aggregate, the sum of \$109,600—with proportionate reduction where a lease is terminated; and with a further provision that in determining the annual earnings and the average earnings of Fox West Coast Theatres Inc., it shall be assumed that it has under its operation and control, for such year, all "first-run" theatres in the cities mentioned in the operation of which Fox shall have had any financial interest (whether thru majority or minority stock ownership, or thru participating agreements or otherwise).

(b) Licensing of Paramount pictures in the theatres subleased by it to Fox.—Fox was to have exclusive right to exhibit Paramount pictures in the theatres referred to above so long as Fox has under sublease to it any of the theatres in the respective cities described; the rental terms being specifically provided for in detail.

6. Other Terms: (a) The agreement contains a provision to the effect that if a majority of the voting and controlling stock of Fox Film Corporation shall pass into the hands of others than the present owners thereof, or if the ownership and control of Fox West Coast Theatres Inc. shall pass out of the hands of Fox Film Corporation, then in either event Paramount shall have the right to terminate this agreement upon giving 6 months' notice.

(b) There was also a provision that for the 1931-32 season, Paramount will refrain from disposing, for second-run exhibition in any of the cities covered by the first-run license granted by it to Fox, of any of the pictures covered by the first-run license aforementioned until Fox shall have an opportunity to agree with Paramount upon terms for such second-run exhibitions in Fox's theatres in said cities.

EXHIBIT 233 (R. 265)

1. Parties: Lease between Strand Leasing Company (Paramount) and Fox West Coast Theatres Corporation.

2. Date of Agreement: January 1, 1934.

3. Duration: January 1, 1934 to June 30, 1943.

4. Coverage: St. Francis Theatre, San Francisco, California.

5. Terms: Provides for a total rental of \$712,500.

Refers to a franchise agreement dated August 1, 1933 between Paramount and the lessee for the exhibition of Paramount pictures in certain theatres in San Francisco, including the leased theatre, and lease provides that if Paramount becomes entitled to terminate the franchise agreement according to the provisions thereof, it shall have the right at its option to terminate the lease.

1. Parties: Lease between Market Street Realty Co. (Paramount) and Fox West Coast Theatres Corporation.

2. Date of Agreement: May 1, 1933.

3. Duration: May 1, 1933 to Aug. 31, 1943.

4. Coverage: California Theatre, San Francisco, California.

5. Terms: Provides for a specified annual rental.

Refers to a franchise agreement dated August 1, 1933, between Paramount and the lessee for the exhibition of Paramount pictures in certain theatres in San Francisco, including the leased theatre, and lease provides that if Paramount becomes entitled to terminate the franchise agreement according to the provisions thereof, it shall have the right at its option to terminate the lease.

1. Parties: Lease between San Francisco Paramount Corporation and Fox West Coast Theatres Corporation.

2. Date of Agreement: May 1, 1933.

3. Duration: May 1, 1933 to June 30, 1943.

4. Coverage: Paramount Theatre, San Francisco, California.

5. Terms: Provides for a specified annual rental.

Refers to a franchise agreement dated August 1, 1933 between Paramount and the lessee for the exhibition of Paramount pictures in certain theatres in San Francisco,

including the leased theatre, and lease provides that if Paramount becomes entitled to terminate the franchise agreement according to the provisions thereof, it shall have the right at its option to terminate the lease.

EXHIBIT 235 (R. 266)

1. Parties: Lease by Loew's to Fox West Coast Theatres Corporation.
2. Date of Agreement: August 31, 1936.
3. Duration: Period covering September 1, 1936, to August 31, 1945.
4. Coverage: State Theatre, Los Angeles, California.
5. Terms: Provides for a total rental of \$1,350,000, payable in monthly installments of \$12,500 each.

Lease refers to a franchise agreement between Loew's and the tenant to be executed simultaneously with the lease for the exhibition of Loew pictures in the State Theatre, and it is provided that if the franchise agreement is terminated pursuant to the provisions thereof then the landlord at its option shall be entitled to terminate the lease.

EXHIBIT 236 (R. 266)

1. Parties: Publix-Salt Lake, Inc. (Lessor) (Paramount), and Fox Idaho Theatre Corporation (Lessee).
2. Date of Agreement: June 1, 1935.
3. Coverage: Paramount Theatre, Idaho Falls, Idaho.
4. Duration: June 1, 1935 to October 30, 1944.
5. Terms: Publix leases its Paramount Theatre, Idaho Falls, Idaho to Fox for a period of years ending October 30, 1944 at \$833.33 per month. The lease recites that the present lease shall be subject to the superior lease between Colonial Investment Company, and Publix-Marcus Inc., dated October 16, 1929, which was thereafter assigned to Publix Salt Lake, Inc. the sub-lessor herein.

EXHIBITS 238, 239 (R. 267)

1. Parties: Fox West Coast Theatres Corporation, Grauman's Greater Hollywood Theatre, Inc., United West Coast Theatres Corporation, United Artists Theatre Circuit, Inc., United Artists Theatres of California, Ltd., Fox West Coast Agency Corporation, and United Artists Theatre Corporation of Los Angeles.

2. Date of Agreement: September 20, 1937.
3. Duration: Ending March 31, 1947.
4. Coverage: Loew's State Theatre, Los Angeles, California; Grauman's Chinese Theatre, Hollywood, California; Four-Star Theatre, Los Angeles, California; United Artists Downtown Theatre, Los Angeles, California.
5. Terms: By this agreement Grauman's Greater Hollywood, United West Coast, Los Angeles United Artists and United Artists, and West Coast, vest the management of their Chinese, Four Star, United Artists Downtown, and Loew's State Theatres in Fox West Coast Agency Corporation, with the Agency receiving $5\frac{1}{4}\%$ of the gross income of all theatres as its fee. Fox West Coast Agency is to have the exclusive authority to lease and book all attractions for exhibition, and may, "from time to time close and thereafter reopen any of the theatres", provided written consents have been obtained. Various rentals (enumerated on page 5) are to be paid to the parties for their respective theatres with the net profits being divided equally between Fox West Coast Theatres Corporation and United Artists Theatres Circuit, Inc. The agreement further provides that in the event that the Four Star shall not be used as a first-run theatre it may at the election of Fox West Coast Theatres Corporation be excluded from the operation of the agreement and be reincluded if it again operates as a first-run theatre. The sublease for the Four Star Theatre is to be extended by agreement between United Artists Theatres of California, Ltd., and United Theatres West Coast Corporation so that it will expire on March 31, 1947.

Letter

1. Parties: United Artists Theatres of California, Ltd. and Fox West Coast Theatres Corporation, Grauman's Greater Hollywood, Inc., United West Coast Theatres Corporation, United Artists Theatres Circuit, Inc., Fox West Coast Agency Corporation.

2. Date: January 1, 1939.

3. Coverage: Four Star, Chinese, Loew State, United Artist Downtown Theatres.

4. Terms: This agreement (in letter form) modifies the agreement of September 20, 1937, as to rental terms due to a reduction in rental under senior lease.

Supplemental Agreement

1. Parties: Hollywood Egyptian, Inc.; Egyptian Theatre Corporation and United West Coast Theatres Corporation (Fox United Artists Theatre Circuit).

2. Date: October 13, 1942.

3. Coverage: Hollywood Egyptian Theatre, Los Angeles, California.

4. Terms: Egyptian Theatre Corporation assigns all its right, title and interest in and to its lease with Hollywood Egyptian Theatre, Inc., and the latter assume all liability thereunder. Mutual releases are exchanged between Hollywood Egyptian, Inc., and Egyptian Theatre Corporation with the provision that the sublease shall continue with Hollywood Egyptian Theatre, Inc., as sublessor and United West Coast Theatres Corporation agreeing to be bound by all of the agreements of the sublessee.

Supplemental Agreement

1. Parties: Egyptian Theatre Corporation (lessor), United West Coast Theatre Corporation (lessee).

2. Date of Agreement: January 1, 1934.

3. Duration: Period of five years ending December 31, 1938.

4. Coverage: Egyptian Theatre.

5. Terms: Recites that the Egyptian Theatre Corporation is in possession of the premises under a lease dated June 29, 1927, from Boulevard Theatre Co. Egyptian Theatre Corporation leases all the premises therein described for a period of five years ending December 31, 1938, at a rental of \$2,766.64 per month.

Supplemental Agreement

1. Parties: Egyptian Theatre Corporation (lessor), United West Coast Theatres Corporation (lessee).

2. Date of Agreement: November 1, 1938.

3. Coverage: Egyptian Theatre.

4. Duration: Term extended to March 31, 1947.

5. Terms: This agreement modifies the sublease dated January 1, 1934, and extends the term thereof to March 31, 1947. Recites the "senior lease" which expires June 29, 1952.

III—Statistics

Joint interests are shown under the column headed "Pools." In this column we have also included the situations in which United Artists Theatre Circuit is interested with one of the defendants as it is jointly interested with each of them in various locations, although none of them own a direct or indirect stock interest in it. As used in this tabulation, the term "pools" include all such joint interests, whether held directly or indirectly through stock ownership in the same corporation or through a lease or operating agreement.

In compiling this tabulation, the following sources were used:

(a) 1945 theatre lists furnished by the five distributor-exhibitor defendants, marked as Government Exhibits 156 (R. 242), 157 (R. 242), 158 (R. 242), 159 (R. 242), 160 (R. 242), 161 (R. 243), 162 (R. 243), 163 (R. 243), 163b (R. 2159), and 360 (R. 240);

(b) List of corporate structure and theatre holdings furnished by United Artists Theatre Circuit, Inc., marked as Government Exhibit 164 (R. 375);

(c) 1945 corporate structure lists (supplements to 1939 interrogatory 17) furnished by the five distributor-exhibitor defendants, marked as Government Exhibits 22 (R. 179), 47 (R. 180), 64 (R. 187), 87 (R. 202), 119 (R. 219), and 120 (R. 220);

(d) Answers to 1939 interrogatories 50 (a) and 52 furnished by the five distributor-exhibitor defendants, marked as Government Exhibits 8 (R. 161), 9 (R. 161), 12 (R. 162), 13 (R. 162), 48 (R. 181), 88 (R. 202), 97 (R. 203), 100 (R. 204), and 118 (R. 217).

A. LIST OF THEATRE HOLDINGS OF DEFENDANTS WHICH SHOWS THE NUMBER AND LOCATION, BY STATE AND CITY, OF ALL THEATRES IN WHICH EACH DEFENDANT SEPARATELY OWNS A DIRECT OR INDIRECT STOCK INTEREST OF 50% OR MORE; THOSE IN WHICH THEY OWN A STOCK INTEREST OF LESS THAN 50%; AND THOSE IN WHICH TWO OR MORE DEFENDANTS OR CORPORATIONS AFFILIATED WITH ONE OR MORE OF THEM ARE JOINTLY INTERESTED.

[Numbered footnotes refer to Pool situations]

Location	Fox		Loew's		Paramount		RKO		Warner		Pools
	50 per cent or more	Less than 50 per cent	50 per cent or more	Less than 50 per cent	50 per cent or more	Less than 50 per cent	50 per cent or more	Less than 50 per cent	50 per cent or more	Less than 50 per cent	
Alabama:											
Anniston.....					4						
Auburn.....					1						
Bessemer.....						2					
Birmingham.....					7						
Chickasaw.....					1						
Ensley.....					3						
Jasper.....					2						
Mobile.....					6						
Montgomery.....					6						
Selma.....					2						
Troy.....					2						
Tuscaloosa.....					4						
Totals—12 towns.....					38	2					
Arizona:											
Globe.....		2									
Phoenix.....	2				7						
Tucson.....											

Yuma.....	3								
Totals—4 towns.....	7	2			9				
Arkansas:									
Camden.....					4				
Clarksville.....					2				
Conway.....						2			
Dardanelle.....					1				
Fayetteville.....						4			
Fort Smith.....					6				
Helena.....						2			
Hope.....						2			
Hot Springs.....					4				
Jonesboro.....					3				
Little Rock.....					8				
McGehee.....					2				
Morrilton.....					1				
Newport.....					2				
Pine Bluff.....						4			
Russellville.....					2				
Smackover.....					2				
Springdale.....						2			
Stuttgart.....					2				
Van Buren.....					2				
Totals—20 towns.....					41	16			

Location	Fox		Loew's		Paramount		RKO		Warner		Pools
	50 per cent or more	Less than 50 per cent	50 per cent or more	Less than 50 per cent	50 per cent or more	Less than 50 per cent	50 per cent or more	Less than 50 per cent	50 per cent or more	Less than 50 per cent	
California:											
Alhambra		5									
Anaheim	2										
Bakersfield	5										
Banning	1										
Bell	3										
Bell Gardens	1										
Berkeley ¹											4
Beverly Hills	3								1		
Brawley	2										
Burlingame	3										
Calexico	1										
Claremont	1										
Compton	2										
Culver City	1										
El Centro ^{1a}	1										2
Fresno	4								1		
Fullerton	1										
Glendale ^{1a}	2										4
Hanford	2										
Hermosa Beach	1										

Huntington Park	1						1	
Inglewood ¹	1							4
Long Beach ¹	1							7
Los Angeles ¹	44	10		1		*2	4	13
West Los Angeles	2							4
Hollywood ⁴	5							
North Hollywood	2							
Manhattan Beach	1							
Maywood	1							
Monrovia ¹								2
Oakland	10							
Ontario	3							
Palo Alto ¹								2
Pasadena ¹								9
Pomona	4							
Porterville	3							
Redlands	3							
Redondo Beach	2							
Redwood City	2							
Richmond ¹								5
Riverside	4							
Sacramento ¹								5
Salinas	3							
San Bernardino	5						1	

¹ Fox and United Artists Theatre Circuit, Inc.

^{1*} Fox and United Artists Theatre Circuit, Inc.

² Fox and United Artists Theatre Circuit, Inc.

³ 12 Fox and United Artists Theatre Circuit, Inc.; 1 Lowe's and Fox.

⁴ Fox and United Artists Theatre Circuit, Inc.

*Owns 1; other 1 under operating agreement with an independent.

[illegible]

[illegible]

* Fox and United Artists Theatre Circuit.
 ** 4 Fox and Paramount; 1 Fox, Loew's and Paramount.
 † Loew's and RKO through Colorado Orpheum Corp.

Location	Fox		Loew's		Paramount		RKO		Warner		Pools
	50 per cent or more	Less than 50 per cent	50 per cent or more	Less than 50 per cent	50 per cent or more	Less than 50 per cent	50 per cent or more	Less than 50 per cent	50 per cent or more	Less than 50 per cent	
Connecticut:											
Ansonia									3		
Bridgeport			4						2		
Bristol									2		
Danbury									3		
Derby									1		
Hartford			3		1				6		
Manchester									2		
Meriden			3								
New Britain									2		
New Haven			3		1				1		
New London					1				1		
Norwalk					1						
Norwich			1						1		
South Norwalk					1				2		
Torrington									2		
Waterbury			1	0					1		1
West Hartford									1		
Willimantic									2		
Totals—13 towns			13		3				12		1

Delaware:
Wilmington.

Wilmington •

District of Columbia:

Florida:

Arceuthobium

Bartow

Bradenton:

Clearwater.

Cover

Coral Gables

Doyle

Daytona Beach

Deland:

Delray Beach

Fan Gello

Enrich

Fort Lauderdale

Fort Myers

Catonsville

Hilalok®

Hollywood

Jacksonville

Lakeland

Lake Wales

Lake Worth

Melbourne

• Loew's and Warner.

Location	Fox		Loew's		Paramount		RKO		Warner		Pools
	50 per cent or more	Less than 50 per cent	50 per cent or more	Less than 50 per cent	50 per cent or more	Less than 50 per cent	50 per cent or more	Less than 50 per cent	50 per cent or more	Less than 50 per cent	
Florida—Continued											
Miami											
Miami Beach					7						
Mount Dora					4						
New Smyrna					1						
Ocala					3						
Orlando					4						
Palatka					8						
Palm Beach					2						
Palmetto					3						
Pensacola					1						
Plant City					4						
St. Augustine					2						
St. Petersburg					3						
Sanford					10						
Sarasota					2						
South Jacksonville					4						
Sulphur Springs					1						
Tallahassee					1						
Tampa					3						

Umatilla				1				
West Palm Beach				5				
Winter Haven				2				
Winter Park				3				
Totals—45 towns				131	3			
Georgia:								
Athens				5				
Atlanta	1			4	3			
Augusta				5				
Barnesville				1				
Brunswick				2				
Buford				2				
Columbus				4				
Elberton				1				
Gainesville				3				
Lexington				1				
Macon				5				
Moultrie					3			
St. Simons Island				1				
Savannah				5				
Waycross				2				
Totals—15 towns	1			42	3			

¹ Loew's and Paramount through Lucas and Jenkins.

Location	Fox		Loew's		Paramount		RKO		Warner		Pools
	50 per cent or more	Less than 50 per cent	50 per cent or more	Less than 50 per cent	50 per cent or more	Less than 50 per cent	50 per cent or more	Less than 50 per cent	50 per cent or more	Less than 50 per cent	
Idaho:											
Boise											
Caldwell					1						
Idaho Falls	1										
Postville	1										1
Princeton	1										
Nampa	1				1						
Twins Falls	1				1						
Totals—7 towns	4				2						1
Illinois:											
Alton											
Aurora					2						
Belleville					2						
Benton	1										
Barry	1										
Bloomington					1						
Blue Island					1						
Centralia	1				1						
Champaign	1										

Chicago					3	3	2		17		1
Chicago Hgts.					3						1
Christopher	1										
Conville					3						
Deatur					3						
De Quoin	1										
East St. Louis					3						
Edwardsville					1						
Elgin					3						
Evanston					3						
Freeport					1						
Galesburg					2	1					
Harvey					1						
Jacksonville	3										
Joliet					3						
Kankakee					3						
Kewanee					3						
La Orange					2						
La Salle						3					
Marion	2										
Moline					3						
Mt. Vernon	3										
Normal					1						
Oak Park						1					1
Pekin					3						
Peoria					6						
Peru						2					

* Fox and Paramount.
 * Paramount and United Artists Theatre Circuit, Inc.
 * Loew's and Paramount.

Location	Fox		Loew's		Paramount		RKO		Warner		Pools
	50 per cent or more	Less than 50 per cent	50 per cent or more	Less than 50 per cent	50 per cent or more	Less than 50 per cent	50 per cent or more	Less than 50 per cent	50 per cent or more	Less than 50 per cent	
Illinois—Continued											
Quincy.....											
Rockford.....						2					
Rock Island.....						5					
Springfield.....					3						
Streator.....	1				1						
Waukegan.....					2						
West Frankfort.....					3						
Wood River.....	3										
Ziegler.....	1				1						
Totals—45 towns	21				106	16	4		17		2
Indiana:											
Evansville.....			2								
Gary.....						2					
Hammond #1.....											
Indianapolis.....			1					1			3
Marion.....					3						
South Bend.....					1						

706651 0-48-18

Totals—6 towns.....

Iowa:

		3	7	22	1	3
Algona.....				2		
Boone.....			3			
Burlington.....			4			
Cedar Falls.....				1		
Cedar Rapids.....			2		1	
Centerville.....				2		
Chariton.....			2			
Charles City.....			2			
Clarion.....			1			
Clear Lake.....			2			
Clinton.....				3		
Council Bluffs.....	1					
Cresco.....			1			
Davenport.....			3		1	
Des Moines.....			3	2	1	
Dubuque.....					4	
Eagle Grove.....			1			
Estherville.....			1			
Forest City.....			1			
Fort Dodge.....			3			
Fort Madison.....	2					
Grinnell.....			2			
Iowa City.....			3			
Mason City.....				3		
Marshalltown.....					3	

"Paramount and Warner.

Location	Fox		Loew's		Paramount		RKO		Warner		Pools
	50 per cent or more	Less than 50 per cent	50 per cent or more	Less than 50 per cent	50 per cent or more	Less than 50 per cent	50 per cent or more	Less than 50 per cent	50 per cent or more	Less than 50 per cent	
Iowa—Continued											
Muscatine.....	3										
New Hampton.....					1						
Newton.....						3					
Oswein.....						2					
Oskaloosa.....						5					
Ottumwa.....						5					
Sioux City ".....					1		2				6
Waterloo.....					2		1				6
Totals—33 towns.....	6				43	27	13				6
Kansas:											
Arkansas City.....	2										
Atchison.....	2										
Chanute.....	2										
Clay Center.....	1										
Coffeyville.....	3										
Concordia.....	1										
Dodge City.....	3										
Eldorado.....	1										

Emporia	3								
Fort Scott	3								
Hays	1								
Hutchinson	4								
Iola	3								
Johnson County	1								
Kansas City	1								
Liberal	3								
Lyons	1								
Marysville	1								
Newton	3								
Ottawa	3								
Pittsburg	3								
Salina	3								
Topoka	5								
Wellington	1								
Wichita	3								
Winfield	3								
Totals—26 towns	50								
Kentucky:									
Danville				2					
Fulton				3					
Henderson				2					
Louisville		2							
Owensboro				4					
Totals—5 towns		2		11					

¹² Paramount and RKO through Affiliated Theatres, Inc.

Location	Fox		Loew's		Paramount		RKO		Warner		Pools
	50 per cent or more	Less than 50 per cent	50 per cent or more	Less than 50 per cent	50 per cent or more	Less than 50 per cent	50 per cent or more	Less than 50 per cent	50 per cent or more	Less than 50 per cent	
Louisiana:											
Alexandria											
Baton Rouge					3						
Monroe						5					
New Orleans					3						
Shreveport					3		2				1
						9					
Total - 5 towns					9	14	2				1
Maine:											
Auburn											
Augusta					1						
Bangor						3					
Bath						3					
Biddeford					2						
Brunswick					2						
Fort Fairfield					2						
Gardiner					2						
Hallowell						1					
Houlton						1					
Lewiston					2						
					4						

Livermore Falls.....					1					
Norway.....					1					
Orono.....					1					
Portland.....				2						
Rockland.....				3						
Rumford.....					1					
South Paris.....					1					
Waterville.....				1						
Westbrook.....				1						
Wilton.....					1					

Totals—21 towns.....				22	13					
----------------------	--	--	--	----	----	--	--	--	--	--

•Maryland:

Baltimore ¹¹								2		3
Frederick.....								3		
Hagerstown.....								3		
Silver Spring.....								2		

Totals—4 towns.....								10		3
---------------------	--	--	--	--	--	--	--	----	--	---

Massachusetts:

Allston.....				2						
Amesbury.....								1		
Arlington.....				1						
Boston.....				6	1	2				
Brighton.....				1	1					
Brockton.....				2						

¹¹ Loew's and Paramount through Canal Realty & Improvement, Inc.

¹¹ Loew's and United Artists Theatres Circuit, Inc. See ex. 214

Location	Fox		Loew's		Paramount		RKO		Warner		Pools
	50 per cent or more	Less than 50 per cent	50 per cent or more	Less than 50 per cent	50 per cent or more	Less than 50 per cent	50 per cent or more	Less than 50 per cent	50 per cent or more	Less than 50 per cent	
Massachusetts—Continued											
Cambridge					1						
Chelsea					2						
Chicopee					1						
Clinton									2		
Dorchester					7						
East Milton						1					
Everett									1		
Falmouth					1	1					
Fitchburg					2						
Gloucester					2						
Greenfield					1						
Haverhill					2						
Holyoke					3						
Hull					1						
Hyde Park						2					
Jamaica Falls						1					
Lawrence									4		
Lowell					2		1				
Lynn					2				2		
Marlboro						2					

Mattapan			1				
Natick			1				
Needham			1				
New Bedford							
Newburyport			2				
Newton						2	
Norfolk Downs			1				
North Adams				1			
Northampton			2				
North Attleboro			2				
North Cambridge			1				
Palmer			1				
Pittsfield			1				
Roslindale			4				
Roxbury				2			
Somerville			4	3			
Springfield			4				
Taunton	1		3			2	
Waltham				2			
Ware				4			
Waverly			1				
Westfield						1	
West Newton			1				
Woburn				1			
Wollaston						1	
Worcester				1			
Totals—52 towns	6	70	23	3		17	

Location	Fox		Loew's		Paramount		RKO		Warner		Pools
	50 per cent or more	Less than 50 per cent	50 per cent or more	Less than 50 per cent	50 per cent or more	Less than 50 per cent	50 per cent or more	Less than 50 per cent	50 per cent or more	Less than 50 per cent	
Michigan:											
Adrian "											2
Alligan "											1
Ann Arbor "											5
Alpena "											2
Battle Creek "											3
Bay City "											4
Benton Harbor "											3
Big Rapids "											1
Birmingham											2
Cadillac "					2						1
Detroit "	2				16		1				1
E. Lansing "											1
Flint "											1
Grand Haven "											8
Grand Rapids "						1					2
Greenville "											10
Hancock	2										2
Hilledale "											2
Holland "											2

Location	Fox		Loew's		Paramount		RKO		Warner		Pools
	50 per cent or more	Less than 50 per cent	50 per cent or more	Less than 50 per cent	50 per cent or more	Less than 50 per cent	50 per cent or more	Less than 50 per cent	50 per cent or more	Less than 50 per cent	
Michigan—Continued											
Willow Run "											1
Ypsilanti "											2
Totals—46 towns	9				10	3	1				118
Minnesota:											
Austin					3						
Duluth					4						
Fairmont					2						
Hibbing					4						
Mankato					3						
Minneapolis "					9						
Moorhead					1						8
Rochester					4						
St. Cloud					4						
St. Paul "					6						
Virginia					3						4
Winona					4						
Totals—12 towns					47						19

Mississippi:

Biloxi	2				
Clarksdale	2				
Columbus		3			
Greenville	2				
Greenwood	2				
Gulfport	2				
Hattiesburg	4				
Jackson		5			
Meridian	3				
Natchez	2				
Tupelo		2			
Vicksburg	3				
West Point		2			
Winona		1			
Totals—14 towns	22	13			

Missouri:

Boonville	1								
Brookfield	1								
Cape Girardeau	2								
Carthage	2								
Excelsior Spgs	2								
Joplin	4								
Kansas City "	18	1		1		1			
Kirksville	2								
Lexington	2								

¹⁰ Paramount and RKO through W. S. Butterfield Theaters, Inc.

17. Paramount and RKO.

¹⁰ Fox and RKO.

Location	Fox		Loew's		Paramount		RKO		Warner		Pools
	50 per cent or more	Less than 50 per cent	50 per cent or more	Less than 50 per cent	50 per cent or more	Less than 50 per cent	50 per cent or more	Less than 50 per cent	50 per cent or more	Less than 50 per cent	
Missouri—Continued											
Marshall	1										
Moberly	2										
Nevada	2										
St. Louis			2								
Sedalia	2										
Springfield	5										
Totals—15 towns	47		3		1		1				1
Montana:											
Billings	2										
Butte	3										
Great Falls	4										
Helena	3										
Lewistown	2										
Missoula	4										
Totals—6 towns	18										

Nebraska:									
Alliance	2								
Beatrice	1								
Fairbury					2				
Falls City					2				
Grand Island					4				
Hastings					2				
Lincoln					3				
McCook	2								
North Platte	2								
Omaha					3	1			
Sidney	2								
Totals—11 towns	9				16	1			8

Totals—11 towns

[illegible]

Reno

[illegible]

Berlin.

Concord

Dover

Portsmouth

Totals—4 towns

Location	Fox		Loew's		Paramount		RKO		Warner		Pools
	50 per- cent or more	Less than 50 per- cent	50 per- cent or more	Less than 50 per- cent	50 per- cent or more	Less than 50 per- cent	50 per- cent or more	Less than 50 per- cent	50 per- cent or more	Less than 50 per- cent	
New Jersey:											
Atlantic City ¹⁰											
Bayonne									9		
Belleville									2		
Bergenfield ^{10a}									1		
Beverly											1
Bloomfield									1		
Bordentown									2		
Bound Brook ^{10a}									1		
Bridgeton											1
Burlington									3		
Camden									2		
Clementon									5		
Collingswood									1		
Cranford									1		
Dover									1		
Dumont ^{10a}									2		
E. Rutherford ^{10a}											1
E. Orange											1
Elizabeth ²⁰									1		
Englewood ^{10a}									1		2
											2

Hackensack ²⁰							1		2
Highland Park						1			
Hoboken							2		
Irvington							2		
Jersey City ^{20a}		1					3		11
Kearny ^{20a}							1		
Little Falls							1		
Mount Holly							1		
Margate							1		
Milburn							1		
Millville							2		
Montclair							4		
Moorestown							1		
Newark ^{20a}		1		2			12		3
New Brunswick						3			
North Bergen		1							
Nutley							1		
Orange							2		
Passaic							4		
Paterson					1		4		
Penns Grove							2		
Pleasantville							2		
Ridgewood							1		
Riverside							1		

¹⁹ Includes 1 for Ventnor.

^{19a} These theatres are owned and leased by Metropolitan Playhouses, Inc., which are leased and subleased by Skouras Theatres Corp. and Randforce Amusement Corp., respectively, in each of which Metropolitan Playhouses, Inc., owns 50 percent of the stock.

²⁰ Warner and United Artists Theatre Circuit, Inc.

^{20a} 1 Warner and Skouras Theatres Corp.; 2 RKO and Warner.

^{20b} 1 Warner and Skouras Theatres Corp.; 9 RKO and Skouras Theatres Corp.

^{20c} 1 Warner and Skouras Theatres Corp.; 1 RKO and Warner.

Location	Fox		Loew's		Paramount		RKO		Warner		Pools
	50 per cent or more	Less than 50 per cent	50 per cent or more	Less than 50 per cent	50 per cent or more	Less than 50 per cent	50 per cent or more	Less than 50 per cent	50 per cent or more	Less than 50 per cent	
New Jersey—Continued											
Rutherford 19a											
South Orange									1		
Swedesboro									1		
Teaneck 19a											
Trenton							7				
Union									1		
Union City							1		2		
Vineland									3		
Westwood 19a											
Woodbury									2		
Totals—54 towns			3		3		12		92		30
New Mexico:											
Albuquerque					7						
Hot Springs	2										
Las Cruces	3										
Las Vegas	3										
Totals—4 towns	8				7						

New York:

New York City ^{10a}	1	64	1	34	2	116
Albany ^{10b}				2	1	5
Arlington			1			
Batavia					2	
Bronxville ^{10a}						1
Buffalo ²⁰						10
Dunkirk					1	
Elmira					3	
Forest Hills ²⁴						1
Fulton			2			
Glens Falls			1			
Hornell					2	
Jamestown					4	
Lackawanna ²⁰						
Medina					2	
Middletown			3			
Mount Vernon		1				
Newburgh			4			
New Rochelle		1		1		
Niagara Falls ²⁰						1
Nyack ^{10a}						2
Olean					2	2

^{10a} These theatres are owned and leased by Metropolitan Playhouses, Inc., which are leased and subleased by Skouras Theatre Corp. and Randforce Amusement Corp. respectively, in each of which Metropolitan Playhouses, Inc., owns 50 percent of the stock.

^{10b} *112 of these theatres are owned and leased by Metropolitan Playhouses, Inc., which are leased and subleased by Skouras Theatres Corp. and Randforce Amusement Corp., respectively, in each of which Metropolitan Playhouses, Inc., owns 50 percent of the stock; 3 Paramount and Warner; 1 RKO, United Artists Theatre Circuit, Inc., and Paramount.

²⁰ Loew's and Paramount through Buffalo Theatres, Inc.

²⁴ RKO and Skouras through Eaton Theatre Corp.

^{20a} RKO, Warner and Fabian.

Location	Fox		Loew's		Paramount		RKO		Warner		Pools
	50 per cent or more	Less than 50 per cent	50 per cent or more	Less than 50 per cent	50 per cent or more	Less than 50 per cent	50 per cent or more	Less than 50 per cent	50 per cent or more	Less than 50 per cent	
New York—Continued											
Ossining 19a											2
Owego					1						
Peekskill					2						
Poughkeepsie					3						
Portchester 19a											
Rochester 21a			1								5
Schenectady							2				
Stapleton					1						
Syracuse			2				5				
Troy 21b									4		1
Utica									3		
Wellesville									2		
Waverly					2						
Woodhaven			1								
Woodside			1								
White Plains			1				1				
Yonkers 22											3
Totals—39 towns	1		72		21		45		28		149

North Carolina:

Asheboro

Asheville

Burlington

Canton

Chapel Hill

Charlotte

Concord

Durham

Fayetteville

Gastonia

Goldsboro

Greensboro

Greenville

Hendersonville

Hickory

High Point

Lenoir

Lexington

Lumberton

Monroe

Mount Airy

Raleigh

1

6

4

2

2

3

5

2

3

3

2

3

3

3

2

3

2

2

4

2

2

2

2

2

2

1

5

^{19a} These theatres are owned and leased by Metropolitan Playhouses, Inc., which are leased and subleased by Skouras Theatres Corp. and Randforce Amusement Corp., respectively, in each of which Metropolitan Playhouses, Inc., owns 50 percent of the stock.

^{21a} Paramount and RKO.

^{24b} RKO, Warner and Fabian.

*In one of these, RKO has an additional 49 percent interest in the operating company; and in 3, RKO has an additional 35 percent interest in the operating company.

²⁵ 2 Paramount and RKO; 1 same, through 423 South Broadway Corp.

	Fox		Loew's		Paramount		RKO		Warner		Pools
Location	50 per- cent or more	Less than 50 per- cent	50 per- cent or more	Less than 50 per- cent	50 per- cent or more	Less than 50 per- cent	50 per- cent or more	Less than 50 per- cent	50 per- cent or more	Less than 50 per- cent	
North Carolina—Continued											
Rockingham.....					2						
Rocky Mount.....					2						
Salisbury.....					3						
Wilmington.....						5					
Wilson.....					3						
Winston-Salem.....					2	2					
Total—28 towns.....											
					69	12					
North Dakota:											
Fargo.....					3						
Grand Forks.....					2						
Jamestown.....					3						
Minot.....					3						
Totals—4 towns.....											
					11						
Ohio:											
Akron.....			1						1		
Bellevue.....					2						

Canton	1			1				
Cincinnati					9	3		
Cleveland ²⁶	4				1		4	4
Clyde			1					
Chillicothe							1	
Columbus ²⁷					2	1		2
Coshocton							2	
Dayton	1				8			
Findlay							1	
Fremont			3					
Hamilton			3					
Lima							4	
Lorain							1	
Mansfield							3	
Marion			2					
Masillon							1	
Middletown			3					
Portsmouth							3	
Sandusky							1	
Sidney							2	
Springfield							5	
Stuebenville							1	
Toledo	2		2					
Youngstown							3	
Totals—26 towns	9		16		15	4	34	6

²⁶ RKO and Warner.

²⁷ Loew's and United Artists Theatre Circuit, Inc.

Location	Fox		Loew's		Paramount		RKO		Warner		Pools
	50 per- cent or more	Less than 50 per- cent	50 per- cent or more	Less than 50 per- cent	50 per- cent or more	Less than 50 per- cent	50 per- cent or more	Less than 50 per- cent	50 per- cent or more	Less than 50 per- cent	
Oklahoma:											
Oklahoma City											10
Oregon:											
Eugene	2										
Portland	1	8									
Salem									5		
Totals—3 towns	3	8							5		
Pennsylvania:											
Aliquippa						4					
Ambler									2		
Ambridge					1				2		
Ardmore									1		
Bala Cynwyd									1		
Bloomsburg					2						
Brookville									1		
Butler					2				2		
Carlisle					2						
Chester									3		

Collingsdale							1	
Danville					1			1
Darby								1
Dickinson City					1			
Donora							3	
Dormont							2	
Drexel Hill							1	
Dunmore					1			
Duryea					1			
Elkins Park							1	
Erie							3	
Etna							1	
Forest City					1			
Forty Fort					2			
Gettysburg							2	
Greensburg							3	
Hanover							2	
Harrisburg			1					
Hawley					1			
Hazleton					3			
Honesdale					1			
Jenkintown							1	
Jersey Shore					1			
Johnstown							3	
Kingston					1			
Lansdowne							1	
Lancaster							3	
Lebanon						3		

* Paramount and Warner through Standard Theatres Corp.

Location	Fox		Loew's		Paramount		RKO		Warner		Pools
	50 per cent or more	Less than 50 per cent	50 per cent or more	Less than 50 per cent	50 per cent or more	Less than 50 per cent	50 per cent or more	Less than 50 per cent	50 per cent or more	Less than 50 per cent	
Pennsylvania—Continued											
Luzerne.....					1						
Mauch Chunk.....						1					
McKeesport.....									2		
Miners Mills.....					1						
Mount Oliver.....									1		
New Kensington.....									2		
Northumberland.....					1						
Oil City.....									1		
Old Forge.....					1						
Olyphant.....					1						
Palmyra.....									1		
Parsons.....					1						
Philadelphia ²⁰									72		6
Pittsburgh ²⁰									20		4
Pittston.....					2						
Plymouth.....					1						
Pottstown.....									2		
Pottsville.....					3						
Prospect Park.....									1		
Punxsutawney.....									2		

Reading		1				2	
Red Lion						2	
Ridgeway						1	
Sayre			1				
Scranton			13				
Sharon			2			2	
Shenandoah						3	
State College			2				
Sunbury						3	
Tarentum						2	
Titusville			1				
Towanda						2	
Tyrone							2
Upper Darby ^{20a}						2	
Warren						2	
Washington						2	
Waynesboro						2	
Westchester						2	
West Reading		1					
Wilkes-Barre			9				
Wilkesburg						3	
Williamsport			2				
Willow Grove						1	
York						4	
Totals—82 towns		3	63	8		177	12

²⁰ 5 Paramount and Warner; 1 Fox and Warner.*

^{20a} Paramount and Warner.

²⁰ Loew's and Warner.

*Reacquired by Fox recently (Tr. 1558-9).

Location	Fox		Loew's		Paramount		RKO		Warner		Pools
	50 per- cent or more	Less than 50 per- cent	50 per- cent or more	Less than 50 per- cent	50 per- cent or more	Less than 50 per- cent	50 per- cent or more	Less than 50 per- cent	50 per- cent or more	Less than 50 per- cent	
Rhode Island:											
Newport					1						
Pawtucket					1						
Providence			2				1				
Woonsocket					1						
Totals—4 towns			2		3		1				
South Carolina:											
Abbeville					1						
Anderson					3						
Columbia					6						
Darlington						1					
Florence						2					
Greenville					3						
Greenwood					3						
Spartanburg					4						
Sumter					3						
Totals—9 towns					23	3					

South Dakota:

Aberdeen

Huron

Madison

Mitchell

Sioux Falls

Watertown

Totals—6 towns

Tennessee:

Bristol

Chattanooga

Elizabethton

Jackson

Johnson City

Kingsport

Knoxville

Memphis

Nashville

Totals—9 towns

Texas:

Abilene

Amarillo

Anahuac

Arlington

Arp

Austin

				3					
				3					
				2					
				2					
				5					
				4					
				19					
				2					
				8					
				2					
				3	1				
				3					
				4					
				8					
		2		2			1		
		1		1					
		3		28	1		1		
				4					
				1					
				2					
				1					
				1					
				1					

Location	Fox		Loew's		Paramount		RKO		Warner		Pools
	50 per- cent or more	Less than 50 per- cent	50 per- cent or more	Less than 50 per- cent	50 per- cent or more	Less than 50 per- cent	50 per- cent or more	Less than 50 per- cent	50 per- cent or more	Less than 50 per- cent	
Texas—Continued											
Baytown						2					
Beaumont					9						
Breckenridge					2						
Brownsville					2						
Brownwood					5						
Channelview						1					
Conroe						2					
Corpus Christi					4						
Daingerfield						1					
Dallas					18						
Denison					3						
Denton					3						
Donna					1						
Eagle Lake						1					
Eastland					2						
El Paso					6						
Fort Worth					13						
Galveston					5						
Gladewater					3						
Goose Creek											

Greenville					3				
Groves					1				
Hallettsville					1				
Harlingen					4				
Henderson					2				
Houston		1			22				
Hughes Spring					1				
Jacksonville					3				
Kilgore					3				
La Porte					1				
Longview					4				
Lufkin					3				
Marshall					3				
McAllen					3				
Mercedes					3				
Nacogdoches					3				
Nederland					1				
Needville					1				
Orange					4				
Overton					2				
Paris					7				
Pelly					1				
Port Arthur					6				
Port Neches					2				
Ranger					2				
Richmond					1				
Rosenberg					2				
Rusk					2				
San Antonio					14				
San Benito					2				

Location	Fox		Loew's		Paramount		RKO		Warner		Pools
	50 per- cent or more	Less than 50 per- cent	50 per- cent or more	Less than 50 per- cent	50 per- cent or more	Less than 50 per- cent	50 per- cent or more	Less than 50 per- cent	50 per- cent or more	Less than 50 per- cent	
Texas—Continued											
San Juan					1						
San Marcos					3						
Silsbee					1						
Temple					5						
Texarkana					4						
Tyler					4						
Vernon					2						
Waco					5						
Willis						1					
Weslaco					2						
Wichita Falls					5						
Yoakum						2					
Totals—68 towns			1		190	56					
Utah:											
Brigham					1						
Logan					4						

Ogden
Provo
Salt Lake City

Totals—5 towns

Vermont:

Barre
Brattleboro
Burlington
Montpelier
Rutland

Totals—5 towns

Virginia:

Cape Charles
Charlottesville
Clifton Forge
Danville
Exmore
Hampton
Harrisonburg
Hilton Village
Lexington
Lynchburg ¹¹

¹¹ Paramount and Warner.

2				4					
				4					
				5					
2				18					
				2					
				2					
					2				
				1					
				3					
				8	2				
				1					
				4					
							2		
					3				
				1					
				2					
							3		
				1					
							2		
				2					1

Location	Fox		Loew		Paramount		RKO		Warner		Pools
	50 per cent or more	Less than 50 per cent	50 per cent or more	Less than 50 per cent	50 per cent or more	Less than 50 per cent	50 per cent or more	Less than 50 per cent	50 per cent or more	Less than 50 per cent	
Virginia—Continued											
Newport News.....					2						
Norfolk.....			3								
Phoebe.....					1						
Richmond.....			4	1							
Staunton.....									2		
Winchester.....									1		
Totals—16 towns.....			7	1	14	3			10		1
Washington:											
Aberdeen.....	2								2		
Bellingham.....	3										
Bremerton.....	3										
Everett.....		4									
Hoquiam.....	1								1		
Manette.....	1										
Olympia.....	1										

Seattle	2	9							
Spokane	4								
Vancouver	4								
Wenatchee		2							
Totals—11 towns	21	15						8	

West Virginia

Bluefield								2		
Charleston								1		
Clarksburg								2		
Fairmont							3			
Huntington								4		
Martinsburg								1		
Morgantown								2		
Parkersburg										
Wheeling						1				
Totals—9 towns					1	2		3	12	

Wisconsin:

[illegible]

Location	Fox		Loew's		Paramount		RKO		Warner		Pools
	50 per cent or more	Less than 50 per cent	50 per cent or more	Less than 50 per cent	50 per cent or more	Less than 50 per cent	50 per cent or more	Less than 50 per cent	50 per cent or more	Less than 50 per cent	
Wisconsin—Continued											
Janesville	4				✓						
Kenosha	1										
La Crosse									4		
Lake Geneva					2						
Madison	4								1		
Marinette	3								2		
Menasha	1										
Milwaukee	31										
Oshkosh	2								10		
Port Washington	2										
Racine											
Sheboygan									3		
Stevens Point	2										
Superior					3						
Wausau	3										
Totals—20 towns	58				8				27		

Wyoming:											
Cheyenne	4										
Kemmerer	1										
Laramie	3										
Rawlins	3										
Rock Springs	2										
Sheridan	2										
Totals—6 towns	15										
Grand totals— ⁹²² 516 towns	518	47	131	1	1,168	225	101	8	501	0	437
Grand total											²⁵⁴ 3,137

²⁵⁵ Excludes a substantial number of theatres which are affiliated with 1 or more of the defendants through film buying or management contracts or through corporations in which a defendant owns an indirect minority stock interest.

5. Warner (Ex. 437, R. 2407)

Billings and rentals paid to Warner Bros. Pictures, Inc., in each exchange area for the exhibition rights to its feature film "Princess O'Rourke" released during the 1943-1944 season in all cities with populations of 25,000 and over

Exchange area	Total		First run only							
	Number of billings	Film rentals	Billings		Rentals		Billings in affiliated theatres		Rentals from affiliated theatres	
			Number	Percent of total	Amount	Percent of total	Number	Percent of all first runs	Amount	Percent of all first runs
Albany, N.Y.	228	\$27,280	8	2.5	\$12,150	48.5	8	82.5	\$11,354	95.4
Atlanta, Ga.	928	97,540	26	2.8	38,805	40.5	31	90.3	32,209	81.3
Boston, Mass.	653	120,077	40	7.5	60,485	50.4	37	55.1	34,253	56.8
Buffalo, N.Y.	361	80,306	8	2.1	37,360	54.6	5	82.5	13,541	48.3
Charlotte, N.C.	426	44,342	15	3.5	14,163	31.3	14	93.3	11,436	80.9
Chicago, Ill.	864	122,300	22	2.9	55,215	45.1	15	68.2	52,772	54.7
Cincinnati, Ohio	540	58,894	17	3.1	31,065	53.1	9	52.9	19,109	61.4
Cleveland, Ohio	353	60,156	21	5.9	28,469	48.0	13	61	26,631	90.2
Dallas, Tex.	950	88,646	20	2.1	25,044	28.5	15	75.0	31,026	58.6
Denver, Colo.	233	31,930	4	1.2	14,487	45.5	2	50.0	12,104	83.4
Des Moines, Iowa	264	26,514	11	3.7	8,248	40.2	9	81.8	7,202	87.3
Detroit, Mich.	801	85,574	16	2.3	24,905	28.0	13	81.3	25,770	94.6
Indianapolis, Ind.	316	42,265	13	4.1	21,267	50.5	7	7.7	515	2.4
Kansas City, Mo.	489	30,906	8	1.6	19,915	32.0	6	75.0	16,447	92.5
Los Angeles, Calif.	167	164,442	23	4.1	98,646	59.3	16	68.5	77,493	78.6
Memphis, Tenn.	416	27,926	4	1.0	9,841	35.3	4	100.0	9,841	100.0
Milwaukee, Wis.	300	26,805	12	4.0	18,915	45.2	11	91.7	17,303	90.1
Minneapolis, Minn.	649	46,512	10	1.5	17,602	37.8	9	90.0	14,739	84.9
New Haven, Conn.	196	24,069	10	5.0	20,916	86.7	12	78.0	19,049	84.5

New Orleans, La.	515	40,415	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)
New York, N.Y.	845	296,112	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)
Oklahoma City, Okla.	323	25,546	6	1.8	7,186	28.4	2	60.0	2,909	54.4
Omaha, Nebr.	266	15,260	3	1.1	5,978	38.3	3	100.0	5,978	100.0
Philadelphia, Pa.	667	151,719	24	3.6	75,407	49.7	19	79.2	64,617	85.7
Pittsburgh, Pa.	449	71,221	12	2.7	26,134	36.2	9	75.0	16,497	62.1
Portland, Oreg.	196	22,625	2	1.0	17,051	82.5	2	100.0	17,051	100.0
St. Louis, Mo.	429	42,180	8	1.9	12,670	30.1	2	25.0	1,282	9.9
Salt Lake City, Utah	304	26,188	7	2.3	8,695	30.9	6	85.7	7,720	88.8
San Francisco, Calif.	478	112,056	10	2.1	45,636	40.5	9	90.0	45,056	98.7
Seattle, Wash.	271	46,400	7	2.6	26,258	56.2	4	57.1	21,400	81.5
Washington, D.C.	501	96,701	18	3.6	42,256	43.7	8	44.4	20,985	70.9
Total, minus New York and New Orleans	12,720	1,821,523	399	3.1	819,291	45.0	271	67.9	646,108	78.9

(1) Defendant did not provide sufficient information for first run analysis.

Source: Defendant's Answers to Interrogatory Nos. 2, 6, 7, 8, 9, 10, and 11: Exhibits 125, 126, 127, and 128.

B. FEATURE FILM RENTALS PAID TO DISTRIBUTOR DEFENDANTS AND ALL OTHER DISTRIBUTORS BY THEATRES AFFILIATED WITH PRODUCERS-EXHIBITOR DEFENDANTS FOR FEATURES RELEASED DURING THE 1943-44 SEASON AS REPORTED BY THEM IN ANSWERS TO INTERROGATORY 12 (Ex. 424, B. 2376, 2384).

Distributor defendants and all others receiving rentals	RKO		Fox ¹		Warner Bros. ²		Paramount ³		Loew's	
	Amount	Per- cent of total	Amount	Per- cent of total	Amount	Per- cent of total	Amount	Per- cent of total	Amount	Per- cent of total
RKO.....	\$3,916,743	30.6	\$2,411,915	9.5	\$2,330,176	9.2	\$3,536,080	7.1	\$403,849	2.0
Fox.....	2,181,515	17.0	5,069,701	20.0	2,363,866	10.1	7,363,767	14.6	1,310,639	6.6
Warner Bros.....	2,013,330	15.7	2,437,953	9.6	6,312,360	26.5	5,661,831	11.4	403,211	2.0
Paramount.....	747,537	5.8	3,956,642	15.6	3,030,692	12.9	14,231,293	28.6	2,887,939	14.4
Loew.....	650,229	5.2	5,958,640	23.5	4,045,440	17.3	10,041,241	20.1	9,282,490	46.4
Total paid to producer-exhibitors.....	9,509,354	74.3	19,834,851	78.2	17,982,440	76.7	40,774,212	81.8	14,283,128	71.4
Columbia.....	707,092	5.5	1,162,319	4.6	1,316,509	5.6	2,280,947	4.6	1,743,975	8.7
United Artists.....	192,587	1.5	1,157,149	4.6	725,507	3.1	1,378,551	2.8	1,718,040	8.6
Universal.....	1,990,609	15.5	2,056,032	8.1	2,518,722	10.7	3,395,247	6.8	1,745,797	8.8
All others.....	412,918	3.2	1,131,185	4.5	869,058	3.9	2,006,654	4.0	504,662	2.5
Total.....	12,812,560	100.0	25,341,536	100.0	23,442,234	100.0	49,835,611	100.0	20,001,603	100.0

256

¹ Covers the period Dec. 26, 1943 to Dec. 30, 1944, and includes shorts and newareels.

² Includes shorts and newareels.

³ The above figures for accounting purposes are as of Dec. 20, 1944 but are believed to reflect the license fees for the pictures released during the 1943-44 season.

⁴ Excludes about \$1,465,000 paid for "This Is The Army."

Source: Defendants' answers to Interrogatory 12, 1945.
Exhibits: 93—RKO; 43—Fox; 125—Warner, 125-a—Warner;
83—Paramount; 56—Loew's.

257

C. PERCENTAGES OF TOTAL FEATURE FILM RENTALS RECEIVED BY DISTRIBUTOR DEFENDANTS FROM THEATRES AFFILIATED WITH PRODUCER-EXHIBITOR DEFENDANTS AND FROM OTHER EXHIBITORS FOR FEATURES RELEASED DURING THE 1943-44 SEASON (Ex. 425, R. 2287, 2289).

Distributor defendants receiving rentals	RKO	Fox	Warner	Para- mount	Loew's	Rentals paid by theatres affiliated with the five producer-exhibitor defendants	Rentals paid by five circuits paying the next highest rentals	Rentals paid by other theatres	All rentals
RKO.....	14.1	7.6	8.3	11.9	1.2	43.1	4.4	52.5	100.0
Fox.....	5.2	10.6	4.6	12.7	2.1	35.2	4.7	60.1	100.0
Warner.....	6.0	7.8	19.5	17.9	5	51.6	3.6	44.8	100.0
Paramount.....	1.3	8.2	6.9	32.2	5.2	54.0	4.1	41.9	100.0
Loew.....	1.5	9.5	6.8	16.6	16.6	50.7	4.3	45.1	100.0
Columbia.....	3.7	5.9	6.4	10.2	8.8	35.0	2.7	62.3	100.0
United Artists.....	1.1	8.4	7.1	13.0	17.3	46.9	2.8	50.3	100.0
Universal.....	7.6	6.6	9.6	12.0	6.3	42.1	2.4	55.5	100.0
Total.....	4.8	8.5	8.2	16.8	7.1	45.3	3.7	51.0	100.0

258

¹ Includes 5 circuits, not necessarily the same in each case, paying the next highest rentals in order of magnitude to producer-exhibitor defendants indicated.

² Includes Skouras.

³ Covers all rentals received up to Apr. 26, 1945, for feature films released during 1943-44 season.

⁴ Percentages used are those given by defendant in answer to Interrogatory No. 3 for all rentals for the United States and Canada, including shorts and newsreels.

⁵ Includes Skouras and Randforce circuits.

⁶ Covers all rentals billed up to Mar. 31, 1945, for feature films released during 1943-44 season, exclusive of "This is the Army."

⁷ Buffalo Theatres, Inc., has been classified by Warner as a Paramount affiliate.

⁸ Covers features released during the period Oct. 1, 1943 to Sept. 30, 1944, and includes all rentals to Mar. 10, 1945.

⁹ Represents all net billings through Mar. 15, 1945.

¹⁰ Columbia unable to supply 5 next highest circuits. Figure given covers following five circuits: Skouras, Century, Robb & Rowley, Wilmer & Vincent, and Randforce. (See Exh. C-12.)

¹¹ Includes only 1 circuit.

Source: Defendants' answers to Interrogatory No. 3, 1945. Exhibits: 95—RKO; 40—Fox; 125—Warner; 81—Paramount; 56—Loew's; 138—Columbia; 144—United Artists; 362—Universal.

259

D. DISTRIBUTION OF LICENSE FEES PAID TO EACH OF THE DEFENDANT DISTRIBUTORS FOR EXHIBITION RIGHTS TO ALL FEATURE FILMS RELEASED DURING THE 1943-44 SEASON, BY SIZE OF FILM RENTALS (Ex. 426, R. 2200).

Film license rentals	Fox (number of features)	Loew (number of features)	Paramount (number of features)	RKO (number of features)	Warner (number of features)	Columbia (number of features)	United Artists (number of features)	Universal (number of features)
\$2,000,000 and over.....	9	11	5	1	9	1	1	0
\$1,000,000 to \$2,000,000.....	8	12	9	12	4	5	3	8
\$500,000 to \$1,000,000.....	4	7	4	3	3	5	7	8
\$250,000 to \$500,000.....	4	3	12	9	0	10	4	8
Less than \$250,000.....	8	1	1	13	3	20	1	24
Total.....	33	23	31	38	19	41	16	49
Average rental per feature.....	\$1,133,990	\$1,656,419	\$1,324,332	\$748,877	\$1,548,377	\$477,599	\$897,730	\$536,160

Source: Defendants' answers to interrogatory 2, 1945.

Exhibits: 40, Fox; 56, Loew; 80, Paramount; 93, RKO; 125, Warner; 137, Columbia; 143, United Artists; 362, Universal.

250

E. DISTRIBUTION OF LICENSE FEES PAID TO EACH OF THE DEFENDANT DISTRIBUTORS FOR EXHIBITION RIGHTS TO ALL FEATURE FILMS RELEASED DURING THE 1936-37 SEASON, BY SIZE OF FILM RENTALS (Ex. 427, R. 2202).

Film license rentals	Fox (number of features)	Loew (number of features)	Paramount (number of features)	RKO (number of features)	Warner (number of features)	Columbia (number of features)	United Artists (number of features)	Universal (number of features)
\$2,000,000 and over.....		3						
\$1,000,000 to \$2,000,000.....	7	11	7	1	2		1	
\$500,000 to \$1,000,000.....	14	11	9	8	13	2	9	4
\$250,000 to \$500,000.....	12	13	17	12	14	6	1	4
Less than \$250,000.....	28	13	26	26	32	23	8	32
Total.....	61	50	59	47	60	31	19	40
Average rental per feature.....	\$462,746	\$753,925	\$437,146	\$329,084	\$357,780	\$207,659	\$483,197	\$202,594

251

F. TABULATIONS SHOWING THE PROPORTION OF TOTAL DOMESTIC FILM RENTAL WHICH COMES FROM FIRST RUN EXHIBITION IN CITIES OF 25,000 AND OVER AND THE PROPORTION OF SUCH FIRST RUN REVENUE WHICH COMES FROM THEATRES AFFILIATED WITH THE DEFENDANTS

1. Fox (Ex. 433, R. 2403)

Billings and rentals paid to Fox in each exchange area for the exhibition rights to its feature film "Sweet Rosie O'Grady," released during the 1943-44 season in cities with populations of 25,000 and over

Exchange area	Total		First run only							
	Number of billings	Film rentals	Billings		Rentals		Billings in affiliated theatres		Rentals from affiliated theatres	
			Number	Percent of total	Amount	Percent of total	Number	Percent of all first runs	Amount	Percent of all first runs
Albany, N. Y.	229	\$34,040	3	3.0	\$15,472	45.4	1	14.3	\$5,300	31.3
Atlanta, Ga.	949	125,220	19	2.0	45,400	32.6	18	94.7	44,000	98.0
Boston, Mass.	672	155,000	49	7.3	50,000	31.9	25	44.9	41,000	51.3
Buffalo, N. Y.	247	64,740	8	3.2	23,000	31.0	4	50.0	34,000	72.8
Charlotte, N. C.	504	65,440	13	2.6	22,000	35.0	12	92.3	20,115	87.7
Chicago, Ill.	554	172,300	125	4.5	69,100	39.6	18	72.0	62,000	89.2
Cincinnati, Ohio	430	78,204	16	3.0	38,940	49.6	7	43.8	31,753	81.7
Cleveland, Ohio	317	84,807	19	5.7	42,360	50.0	7	36.9	23,000	54.3
Dallas, Tex.	831	119,350	18	2.2	49,900	41.8	14	77.8	47,254	94.7
Denver, Colo.	259	41,043	4	1.1	16,000	36.4	4	100.0	16,000	100.0
Des Moines, Iowa	371	31,482	11	4.0	8,000	26.5	11	100.0	8,000	100.0
Detroit, Mich.	405	126,221	14	3.5	48,042	38.4	14	100.0	48,042	100.0
Indianapolis, Ind.	310	62,636	12	3.9	26,000	44.8	2	16.7	4,000	16.6
Kansas City, Mo.	522	66,673	9	1.7	13,187	35.2	8	88.9	21,000	93.5
Los Angeles, Calif.	391	164,400	20	2.4	86,730	52.8	18	90.0	85,541	96.6
Memphis, Tenn.	372	34,431	3	.8	9,721	28.2	3	100.0	9,721	100.0
Milwaukee, Wis.	372	88,234	12	4.4	30,000	37.1	8	66.7	17,125	82.1
Minneapolis, Minn.	507	89,702	6	1.1	18,140	21.5	6	100.0	18,140	100.0
New Haven, Conn.	188	44,138	12	6.4	20,000	45.5	6	41.7	8,000	19.9
New Orleans, La.	502	56,770	8	1.6	15,500	31.1	8	100.0	15,500	100.0
New York, N. Y.	804	300,200	(?)	(?)	(?)	(?)	(?)	(?)	(?)	(?)
Oklahoma City, Okla.	290	23,846	4	1.3	11,257	23.3	1	25.0	5,945	52.8
Omaha, Neb.	275	24,114	4	1.5	8,000	35.9	4	100.0	8,000	100.0
Philadelphia, Pa.	619	176,200	24	3.9	75,504	42.7	11	45.8	24,207	32.0
Pittsburgh, Pa.	393	82,121	10	2.5	17,106	20.8	3	30.0	1,807	10.6
Portland, Oreg.	171	35,410	3	1.8	12,000	38.0	3	100.0	12,000	100.0
St. Louis, Mo.	445	61,080	17	3.8	17,000	27.8	5	71.4	6,500	38.3
Salt Lake City, Utah	305	42,120	4	1.3	15,000	30.1	4	100.0	15,000	100.0
San Francisco, Calif.	551	125,206	8	1.5	53,000	42.1	7	87.5	42,416	80.9
Seattle, Wash.	306	54,200	6	2.0	26,276	46.5	4	66.7	19,200	76.7
Washington, D. C.	536	121,436	16	2.9	55,356	45.6	3	18.8	14,937	26.8
Total	12,900	2,808,372	372	2.7	664,706	35.1	237	63.3	725,470	73.7

* Does not include billings with blanket commitments.

* No first run data furnished at the time this tabulation was in preparation.

* No first run data furnished for St. Louis and Pittsburgh.

Source: Defendant's answers to interrogatories No. 2, 6 to 11, 1945. (Exhibits 40, 41, and 42.)

262

263

2. Loew (Ex. 435, R. 2406)

Billings and Rentals Paid to Loew's, Inc. in Each Exchange Area for the Exhibition Rights to its Feature Film "As Thousands Cheer" Released During the 1943-1944 Season in Cities With Populations of 25,000 and Over

Exchange area	Total		First run only							
	Number of billings	Film rentals	Billings		Rentals		Billings in affiliated theatres		Rentals from affiliated theatres	
			Number	Percent of total	Amount	Percent of total	Number	Percent of all first runs	Amount	Percent of all first runs
Albany, N. Y.	239	\$44,700	7	2.9	\$14,300	35.6	4	57.1	\$12,000	77.3
Atlanta, Ga.	1,100	102,700	37	2.4	35,344	34.1	30	92.6	32,000	97.3
Boston, Mass.	990	212,300	45	6.9	112,240	52.6	30	60.4	50,200	78.0
Buffalo, N. Y.	246	50,067	8	3.3	44,000	82.7	3	62.5	34,700	82.4
Charlotte, N. C.	914	85,087	13	2.1	35,007	32.7	12	92.3	33,210	94.9
Chicago, Ill.	880	194,076	33	3.6	85,707	43.2	14	62.6	78,000	94.0
Cincinnati, Ohio	820	115,003	17	2.3	55,000	50.0	10	62.5	40,000	80.5
Cleveland, Ohio	346	100,074	30	3.8	40,044	40.4	13	60.0	41,342	84.1
Dallas, Tex.	1,061	145,330	30	3.0	63,210	38.0	13	75.0	30,181	90.9
Denver, Colo.	301	54,120	5	1.7	19,473	36.0	5	100.0	19,473	100.0
Des Moines, Iowa	374	42,376	13	4.4	20,007	46.9	11	91.7	19,320	97.4
Detroit, Mich.	636	160,740	15	4.1	60,077	42.6	14	77.8	60,973	94.7
Indianapolis, Ind.	310	83,911	12	4.2	41,120	49.6	5	38.5	34,915	80.6
Kansas City, Mo.	541	91,004	8	1.5	31,361	34.5	7	87.5	30,220	94.3
Los Angeles, Calif.	646	202,000	21	3.3	82,234	40.6	19	90.5	81,361	96.3
Memphis, Tenn.	370	30,333	4	1.1	10,001	33.1	4	100.0	10,001	100.0
Milwaukee, Wis.	330	61,867	11	3.7	22,000	35.6	10	90.9	20,921	94.9
Minneapolis, Minn.	380	77,351	15	2.6	31,913	41.3	14	93.3	30,000	93.8
New Haven, Conn.	186	60,000	16	3.7	30,000	75.3	15	93.8	29,000	96.7

New Orleans, La.	476	60,832	11	2.3	34,894	40.8	2	18.2	14,920	60.1
New York	826	430,168	35	4.3	101,025	23.5	30	71.4	87,927	86.7
Oklahoma City, Okla.	331	40,350	3	.9	12,400	30.7	1	33.3	4,830	53.1
Omaha, Nebr.	323	35,618	3	.9	10,801	30.2	3	100.0	10,801	100.0
Philadelphia, Pa.	640	236,354	22	3.4	100,901	42.7	16	69.2	82,266	82.6
Pittsburgh, Pa.	483	112,804	13	2.9	30,150	34.0	9	69.2	21,300	64.7
Portland, Oreg.	195	43,643	2	1.0	15,700	35.8	1	50.0	1,400	8.9
St. Louis, Mo.	444	72,400	8	1.8	21,213	29.2	6	75.0	19,213	90.6
Salt Lake City, Utah	330	47,480	7	2.1	12,318	25.7	7	100.0	12,318	100.0
San Francisco, Calif.	571	170,900	8	1.4	55,000	32.5	7	87.5	34,720	96.4
Seattle, Wash.	345	67,611	7	2.0	27,004	41.0	4	57.1	21,267	78.9
Washington, D. C.	730	167,312	16	2.2	61,913	37.0	8	50.0	40,000	73.3
Total	14,962	3,538,477	442	2.9	1,303,367	36.6	318	72.1	1,163,137	85.3

Does not include First Run at Astor Theatre, New York City; data not furnished by defendant.

Source: Defendant's Answers to Interrogatory Nos. 2, 4, 7, 8, 9, 10 and 11. Exhibits 54 and 57.

3. Paramount (Ex. 438, R. 2407).

Rentals paid to Paramount Pictures, Inc., in each exchange area for the exhibition rights to its feature film "Let's Face It" released during the 1943-44 season in cities with population of 25,000 and over.

Exchange area	Total film rentals	First run only			
		Rentals		Rentals from affiliated theatres	
		Amount	Percent of total	Amount	Percent of all first run
Albany, N. Y.	\$20,762.41	\$13,906.69	53.43	\$11,803.11	71.36
Atlanta, Ga.	135,564.42	(1)	(1)	(1)	(1)
Boston, Mass.	142,836.12	(1)	(1)	(1)	(1)
Buffalo, N. Y.	55,003.00	27,000.01	50.12	24,004.29	95.55
Charlotte, N. C.	55,563.89	(1)	(1)	(1)	100.00
Chicago, Ill.	153,264.68	(1)	(1)	(1)	(1)
Cincinnati, Ohio	59,217.34	\$24,023.14	41.36	\$20,002.50	96.13
Cleveland, Ohio	89,908.02	\$35,500.47	43.00	\$23,777.63	76.17
Dallas, Tex.	126,179.80	(1)	(1)	(1)	(1)
Denver, Colo.	42,908.99	\$4,170.33	9.72	\$1,044.12	72.00
Des Moines, Iowa	34,035.19	(1)	(1)	(1)	100.00
Detroit, Mich.	119,844.65	\$31,594.75	26.36	\$25,206.80	90.43
Indianapolis, Ind.	53,303.06	\$23,535.21	44.10	\$4,522.43	19.29
Kansas City, Mo.	62,800.04	(1)	(1)	(1)	(1)
Los Angeles, Calif.	160,362.94	(1)	(1)	(1)	(1)
Memphis, Tenn.	35,165.05	(1)	(1)	(1)	100.00
Milwaukee, Wis.	50,771.61	\$10,644.77	39.96	\$9,786.24	91.08
Minneapolis, Minn.	52,637.80	(1)	(1)	(1)	100.00
New Haven, Conn.	36,766.12	\$13,132.73	33.02	\$10,563.89	80.44
New Orleans, La.	42,906.22	(1)	(1)	(1)	100.00

New York, N. Y.	494,906.35	(1)	(1)	(1)	(1)
Oklahoma City, Okla.	31,930.26	\$8,864.13	27.73	\$3,412.67	36.54
Omaha, Neb.	22,646.75	(1)	(1)	(1)	100.00
Philadelphia, Pa.	188,193.76	\$37,903.63	36.00	\$41,766.75	73.13
Pittsburgh, Pa.	64,797.68	22,806.75	35.33	18,294.51	79.90
Portland, Ore.	36,174.17	(1)	(1)	(1)	100.00
St. Louis, Mo.	50,206.06	(1)	(1)	(1)	(1)
Salt Lake City, Utah	36,611.15	(1)	(1)	(1)	100.00
San Francisco, Calif.	127,106.05	(1)	(1)	(1)	(1)
Seattle, Wash.	45,622.95	(1)	(1)	(1)	(1)
Washington, D. C.	111,786.85	\$11,066.40	45.87	\$12,378.25	84.96

- * Data available insufficient.
- * Data available insufficient. All first run theatres affiliated.
- * Two cities with affiliated theatres lacking.
- * One city with affiliated theatres lacking.
- * Detroit, affiliated, is lacking.
- * Milwaukee and three other cities, all with affiliated theatres, lacking.
- * Hartford, New Haven, New London, and Norwalk, all with affiliated theatres lacking.

- * One city with nonaffiliated theatres lacking.
- * Scranton, Wilkes-Barre, Hackett, and Williamsport, all with affiliated theatres, lacking.
- * Data for affiliated theatres lacking.
- * Danville, Lynchburg, and Newport News, all with affiliated theatres, lacking.

Source: Defendant's answer to Interrogatories Nos. 2, 6 to 11, inclusive. Exhibits 80 and 82.

4. RKO (Ex. 434, R. 2404)

Billings and Rentals Paid to RKO in Each Exchange Area for the Exhibition Rights to its Feature Film "The Lady Takes a Chance"
Released During the 1943-1944 Season in Cities With Populations of 25,000 and Over

Exchange area	Total		First runs only							
	Number of billings	Rentals	Billings		Rentals		Billings in affiliated theatres		Rentals from affiliated theatres	
			Number	Percent of total	Amount	Percent of total	Number	Percent of all first runs	Amount	Percent of all first runs
Albany	199	\$20,536	7	3.5	\$0,539	48.5	4	57.1	\$,051	54.3
Atlanta	1,030	\$1,775	24	2.4	\$0,190	42.7	21	87.5	\$3,865	86.5
Boston	613	\$5,134	51	8.3	\$7,154	48.6	20	56.9	\$5,801	75.5
Buffalo	354	\$6,105	10	2.9	\$8,252	61.3	6	90.0	\$3,719	48.5
Charlotte	571	\$7,110	13	2.3	\$4,614	31.6	12	92.3	\$3,247	82.8
Chicago	598	\$7,824	21	3.5	\$3,307	34.0	14	66.7	\$0,143	90.5
Cincinnati	494	\$7,050	19	3.8	\$0,434	55.7	11	57.9	\$8,123	85.3
Cleveland	380	\$1,484	16	4.2	\$7,510	44.7	6	37.3	\$2,462	45.3
Dallas	985	\$01,724	22	2.2	\$4,555	46.1	17	77.3	\$2,086	91.1
Denver	328	\$7,469	4	1.2	\$8,074	42.9	2	50.0	\$2,843	79.9
Des Moines	231	\$0,775	9	3.9	\$0,019	48.2	9	100.0	\$0,019	100.0
Detroit	442	\$5,114	13	2.9	\$2,038	32.5	12	92.3	\$1,764	98.8
Indianapolis	326	\$2,809	13	4.0	\$0,969	46.5	2	15.4	\$,018	5.1
Kansas City, Mo.	457	\$0,797	9	2.0	\$5,457	37.9	8	88.9	\$4,746	95.4
Los Angeles	614	\$55,772	37	6.0	\$04,317	67.0	28	73.7	\$6,180	92.2
Memphis	299	\$5,324	3	1.0	\$,102	22.0	3	66.7	\$,855	72.5
Milwaukee	376	\$2,484	13	4.7	\$3,519	41.3	10	75.9	\$1,553	52.5
Minneapolis	440	\$6,648	12	2.7	\$5,712	47.0	9	75.0	\$5,774	84.2
New Haven	198	\$0,236	10	5.1	\$0,567	92.0	13	81.3	\$6,556	95.5
New Orleans	895	\$4,553	21	2.3	\$,288	17.5	21	100.0	\$,288	100.0

New York	809	\$55,283	41	5.1	\$12,744	47.9	34	82.9	\$12,732	95.9
Oklahoma City	238	\$7,150	3	0.9	\$,990	25.4	3	0.0	0.0	0.0
Omaha	300	\$7,344	4	2.0	\$,330	47.6	3	75.0	\$,186	75.2
Philadelphia	600	\$10,729	25	4.2	\$4,061	39.0	17	68.5	\$0,940	84.2
Pittsburgh	412	\$5,365	12	2.9	\$7,844	31.7	10	83.3	\$5,888	86.7
Portland, Ore.	192	\$2,981	2	2.0	\$,779	25.3	2	100.0	\$,779	100.0
St. Louis	463	\$0,170	7	1.5	\$,037	25.0	4	75.0	\$,261	22.5
Salt Lake City	299	\$2,063	6	2.0	\$3,842	52.5	3	50.0	\$,286	29.8
San Francisco	518	\$4,882	11	2.1	\$0,847	41.1	10	90.9	\$0,737	90.7
Seattle	311	\$0,257	6	1.9	\$4,088	15.9	6	100.0	\$4,088	100.0
St. Paul	114	\$,628	1	0.9	\$,080	17.5	1	0.0	0.0	0.0
Washington, D. C.	490	\$1,800	(?)	(?)	(?)	(?)	(?)	(?)	(?)	(?)
Total	12,967	\$1,054,353	431	3.1	\$22,790	42.1	305	70.1	\$66,988	81.1
			463		\$78,735		313	67.6	\$90,415	78.6

1 West Allis, Wis. rental not available—included in a lump-sum schedule.
2 Includes rental data for the city of New Orleans only. Data on other cities in exchange area not furnished by defendant in time for inclusion in this table.
3 Data on Tacoma 1st run not available in time for inclusion in this table.
4 No 1st run data available for Washington, D. C., in time for inclusion in this table.
5 Data on Springfield, Ill., not available in time for inclusion in this table.
6 Does not include the following which are under a lump-sum schedule: DeWitt

Theatre, Bayonne, N. J.; Capitol Theatre, Belleville, N. J.; Royal Theatre, Bloomfield, N. J.; Clifton Theatre, Clifton, N. J.; Regent Theatre, Elizabeth, N. J.; Ritz Theatre, Garfield, N. J.; Fabian Theatre, Hoboken, N. J.; Sanford Theatre, Irvington, N. J.; Regent Theatre, Kearney, N. J.

Source: Defendant's Answers to Interrogatories, Nos. 2 and 6-11, 1945 (Exhibits 83 and 94).

6. Columbia (Ex. 436, R. 2407)

Billings and Rentals Paid to Columbia in Each Exchange Area for the Exhibition Rights to Its Feature "Cover Girl," Released During 1943-44 Season in Cities With Populations of 25,000 and Over

Exchange area	Total		First runs only							
	Number of billings	Rentals	Billings		Rentals		Billings on affiliated theatres		Rentals from affiliated theatres	
			Number	Percent of total	Amount	Percent of total	Number	Percent of all first runs	Amount	Percent of all first runs
Albany ¹	304	\$32,343	7	2.4	\$14,982	48.0	4	57.1	\$10,807	71.3
Atlanta ²	777	105,715	(?)	(?)	(?)	(?)	(?)	(?)	(?)	(?)
Boston	617	186,697	48	7.8	102,340	65.3	15	31.2	82,112	80.9
Buffalo	213	87,253	7	3.4	35,967	68.0	3	48.0	15,586	43.3
Charlotte ³	546	96,411	12	2.2	13,020	23.1	11	91.7	10,190	78.3
Chicago ⁴	521	112,573	14	(?)	4,004	(?)	1	(?)	1,121	(?)
Cincinnati ⁵	452	87,323	14	3.1	27,788	41.2	9	64.2	24,465	88.1
Cleveland ⁶	356	70,210	19	5.8	47,181	67.2	7	36.8	20,342	43.1
Dallas	904	91,904	20	2.2	40,474	44.1	14	70.0	26,208	80.4
Denver	362	38,737	8	2.2	17,962	46.4	6	75.0	14,009	81.8
Des Moines	274	34,918	12	4.4	18,498	53.0	9	75.0	17,040	93.4
Detroit	451	82,376	17	3.8	44,290	63.8	13	76.5	41,526	93.8
Indianapolis ⁷	302	61,178	(?)	(?)	(?)	(?)	(?)	(?)	(?)	(?)
Kansas City	479	50,103	8	1.7	18,622	37.1	6	75.0	14,719	80.8
Los Angeles	620	175,578	20	3.2	106,084	60.5	15	75.0	85,680	78.1
Memphis	287	27,986	4	1.7	9,667	34.7	4	100.0	9,667	100.0
Milwaukee	253	42,981	14	5.5	20,043	46.6	13	92.9	10,118	50.4
Minneapolis	471	47,488	8	1.7	17,775	37.4	8	75.0	15,133	85.1
New Haven ⁸	178	80,638	12	6.7	28,267	57.9	9	75.0	21,428	73.2

New Orleans ⁹	480	37,640	7	1.5	15,194	40.3	7	100.0	15,194	100.0
New York ¹⁰	781	458,318	27	3.0	233,280	50.9	16	59.3	85,440	23.8
Oklahoma City	280	26,095	3	1.0	8,383	36.3	0	0.0	0	0.0
Omaha	236	23,284	3	1.2	10,394	44.7	3	66.7	7,205	72.3
Philadelphia ¹¹	518	172,324	20	3.9	74,582	43.3	13	65.0	52,880	70.8
Pittsburgh	391	73,086	12	3.1	28,512	34.9	2	16.7	1,619	6.3
Portland, Oregon	187	27,511	4	2.5	12,586	45.6	4	100.0	12,586	100.0
St. Louis ¹²	870	42,784	6	1.6	15,085	35.3	3	50.0	2,680	17.6
Salt Lake City	291	32,013	5	2.0	10,992	33.3	4	80.0	9,071	82.5
San Francisco ¹³	497	118,288	10	2.0	34,436	29.1	8	30.0	8,267	18.3
Seattle	366	46,380	6	2.2	24,598	53.1	2	25.3	4,584	18.4
Washington, D.C.	694	120,733	17	2.7	47,324	39.2	5	29.4	13,836	33.5
Total minus Atlanta, Chicago, Indianapolis, and San Francisco	10,86	2,144,098	240	2.3	1,044,805	50.5	202	50.4	889,040	56.4

¹ No 1943-1944 Deal.
² No data furnished for any city of Exchange at time tabulation was prepared.
³ No data furnished for Raleigh, Rocky Mount, and Wilmington, N. C., Greenville and Spartanburg, S. C., at time tabulation was prepared.
⁴ Data furnished only for Quincy, Moline, Rock Island, and Bloomington, Ill. No data furnished at time this tabulation was prepared for approximately 30 cities in Illinois (including Chicago) and northwestern Indiana. Therefore, percentage was not calculated.
⁵ No data was furnished for Covington, Ky., at time this table was prepared. No deal was made in Lexington, Ky.
⁶ No first run in Cleveland Heights or E. Cleveland, Ohio. No data furnished for Zanesville and Lakewood, Ohio, at time this tabulation was prepared.
⁷ West Hartford and West Haven, Conn., had no first runs.
⁸ No data furnished for Jackson and Meridian, Miss., at time this tabulation was prepared.
⁹ Film rental for affiliated theatres in Bronx and Queens Boroughs was based on formula deal and was not available for individual theatres. No data furnished for Bloomfield and Belleville, N. J., at time this tabulation was prepared.
¹⁰ No data furnished for Camden, N. J., at time this tabulation was prepared.
¹¹ No data furnished for Paducah, Ky. at time this tabulation was prepared. There are no first run theatres in University, Mo.
¹² No data furnished for San Francisco, Calif., at time this tabulation was prepared.
Source: Defendant's Answer to Interrogatories Nos. 2, 6 to 11, 1945 (Exhibits 137, 139).

7. Universal (Ex. 439, R. 2408)

Billings and rentals paid to Universal Pictures Co., Inc. in each exchange area for the exhibition rights to its feature film "Christmas Holiday" released during the 1943-1944 season in cities with populations of 25,000 and over

Exchange area	Total		First run only							
	Number of billings	Film rentals	Billings		Rentals		Billings in affiliated theatres		Rentals from affiliated theatres	
			Number	Percent of total	Amount	Percent of total	Number	Percent of all first runs	Amount	Percent of all first runs
Albany, N. Y.	151	\$19,735	6	4.0	\$9,081	68.0	4	68.0	\$9,080	90.0
Atlanta, Ga.	673	32,777	30	2.9	37,189	44.9	23	84.6	32,054	88.3
Boston, Mass.	479	108,161	30	10.4	69,408	63.4	18	38.0	37,647	37.6
Buffalo, N. Y.	192	30,898	10	3.2	26,836	84.9	8	80.0	12,103	40.9
Charlotte, N. C.	300	43,089	30	4.2	15,709	36.6	18	60.0	12,364	84.3
Chicago, Ill.	386	77,187	21	6.3	36,001	34.6	14	64.0	28,196	87.3
Cincinnati, Ohio	414	30,083	30	4.6	26,043	81.4	11	54.0	21,380	81.7
Cleveland, Ohio	346	30,486	17	6.9	26,634	86.5	9	52.9	17,699	62.7
Dallas, Tex.	683	70,974	19	3.9	36,738	56.0	17	88.3	36,339	92.3
Denver, Colo.	315	26,736	7	3.2	11,371	44.2	7	100.0	11,371	100.0
Des Moines, Iowa	166	17,620	11	6.6	9,698	54.4	10	90.9	9,369	96.0
Detroit, Mich.	321	26,813	14	4.4	31,133	86.9	13	92.8	30,185	98.0
Indianapolis, Ind.	221	40,234	15	6.8	28,499	58.3	3	20.0	4,375	15.2
Kansas City, Mo.	346	26,352	10	2.6	18,093	30.4	9	90.0	14,309	94.8
Los Angeles, Calif.	473	128,762	34	7.3	84,042	65.3	28	82.3	71,421	85.0
Memphis, Tenn.	367	19,391	5	1.9	4,315	27.1	5	100.0	4,315	100.0
Milwaukee, Wis.	197	22,312	13	6.6	14,401	64.1	11	84.6	12,816	94.3
Minneapolis, Minn.	261	25,983	10	3.8	26,000	69.3	7	70.0	11,037	65.4

New Haven, Conn.	731	22,100	17	11.3	21,003	68.3	13	76.8	19,459	88.7
New Orleans, La.	373	35,566	9	2.3	16,061	45.3	1	11.1	10,026	60.2
New York, N. Y.	734	297,080	37	5.0	140,812	47.3	28	75.7	134,496	95.6
Oklahoma City, Okla.	241	22,080	6	2.5	7,833	35.5	2	32.3	4,128	52.7
Omaha, Neb.	166	13,815	4	2.6	6,305	45.3	4	100.0	6,305	100.0
Philadelphia, Pa.	496	129,084	34	4.8	59,761	46.3	15	62.5	28,936	48.4
Pittsburgh, Pa.	379	61,096	11	2.9	23,444	38.7	9	81.4	3,081	13.0
Portland, Oreg.	149	18,834	2	1.3	7,336	39.0	1	50.0	761	10.4
St. Louis, Mo.	303	35,400	10	3.3	14,102	40.0	8	80.0	2,090	14.7
Salt Lake City, Utah	192	22,334	6	3.1	7,949	35.6	4	66.6	6,905	86.4
San Francisco, Calif.	380	79,920	10	2.6	35,818	44.8	2	20.0	4,430	12.8
Seattle, Wash.	189	21,815	7	3.7	15,136	67.5	3	42.9	10,373	67.9
Washington, D. C.	483	96,919	17	3.5	32,741	41.7	4	23.5	9,738	29.9
Totals	10,130	1,780,702	488	4.8	872,005	48.0	386	61.7	616,397	70.7

No rental data available for Knoxville, Tenn.; Fall River, Mass.; Belmont, Mass.; Warwick, R. I.; Rock Island, Ill.; East Cleveland, Ohio; Hamtramck, Mich.; Highland Park, Mich.; Royal Oak, Mich.; Wyandotte, Mich.; Sharon, Pa.

Rentals for New Rochelle, Mt. Vernon, and Yonkers not included in total first-run amount or in affiliated theaters first-run amount due to lump-sum deal.

Source: Defendant's Answers to Interrogatory Nos. 6-11 inclusive, 1945.

8. United Artists (Ex. 440, R. 2408)

Billings and rentals paid to United Artists Corporation in each exchange area for the exhibition rights to its feature film "Stage Door Canteen" released during the 1943-1944 season in cities with populations of 25,000 and over

Exchange area	Total		First run only							
	Number of billings	Film rentals	Billings		Rentals		Billings in affiliated theatres		Rentals from affiliated theatres	
			Number	Percent of total	Amount	Percent of total	Number	Percent of all first runs	Amount	Percent of all first runs
Atlanta, Ga.	770	\$124,588	20	2.8	\$63,347	47.1	27	93.1	\$62,081	82.2
Boston, Mass.	547	354,572	45	8.2	140,479	50.7	15	32.3	\$6,521	61.6
Buffalo, N. Y.	240	169,214	17	7.1	\$5,889	68.8	11	64.7	\$7,441	87.2
Charlotte, N. C.	386	84,561	17	3.9	27,476	32.6	10	58.2	21,886	72.7
Chicago, Ill.	449	280,305	37	8.2	141,681	61.5	39	78.4	126,789	81.6
Cincinnati, Ohio	399	112,126	21	5.7	71,654	63.2	12	57.1	\$6,488	79.0
Cleveland, Ohio	287	130,775	18	6.7	75,637	58.3	16	88.6	75,351	85.7
Dallas, Tex.	1,106	175,620	37	4.1	\$2,505	47.1	19	79.4	\$8,343	82.4
Denver, Colo.	301	61,490	3	6.6	1,728	2.8	3	100.0	1,728	100.0
Detroit, Mich.	253	181,456	18	4.1	37,399	24.7	15	82.2	24,226	94.5
Indianapolis, Ind.	398	101,793	15	5.1	\$2,971	32.0	8	32.3	21,118	86.7
Kansas City, Mo.	479	95,992	15	3.1	45,220	47.3	10	66.6	32,982	78.2
Los Angeles, Calif.	490	186,628	37	8.1	120,626	64.7	33	88.2	114,120	94.4
Milwaukee, Wis.	390	72,890	14	4.8	29,926	26.7	12	85.7	26,526	88.4
Minneapolis, Minn.	411	72,646	15	3.6	30,298	41.1	15	100.0	30,298	100.0
New Haven, Conn.	156	71,573	15	9.6	\$6,401	84.9	10	66.6	24,220	78.2
New Orleans, La.	478	80,026	9	6.9	24,187	42.7	1	11.1	19,000	37.5
New York, N. Y.	908	714,205	44	4.8	300,299	42.0	34	77.3	\$82,917	94.6
Omaha, Neb.	496	82,774	12	2.8	22,548	27.2	10	78.9	15,008	66.0
Philadelphia, Pa.	508	274,497	20	3.7	125,249	45.6	16	80.2	\$2,726	68.6
Pittsburgh, Pa.	432	146,232	15	3.5	\$6,084	39.1	11	71.4	26,647	68.6

St. Louis, Mo.	486	114,331	14	2.8	45,757	40.0	12	85.7	45,220	90.9
Salt Lake City, Utah	296	47,083	6	2.1	12,531	26.2	6	100.0	12,531	100.0
San Francisco, Calif.	233	100,202	14	4.2	94,896	94.9	12	85.7	66,088	69.7
Seattle, Wash.	390	124,779	13	3.4	64,055	51.3	9	69.2	22,770	35.7
Washington, D. C.	545	198,885	13	2.8	78,080	39.7	8	32.3	24,142	30.9
Total	11,965	4,015,295	514	4.3	1,861,692	46.9	383	70.4	1,466,121	78.1

¹ No data available for Portland, Maine; Bangor, Maine; and Lewiston, Maine.

² No data available for Denver, Colorado; Pueblo, Colorado; and Colorado Springs, Colorado.

³ Blanket deals covering the following cities excluded: Evanston, Ill., and Berwyn, Ill.

⁴ Blanket deals covering the following cities excluded: Flint, Mich., Pontiac, Mich., Battle Creek, Mich., Bay City, Mich., Jackson, Mich., Muskegon, Mich., Port Huron, Mich.—Blanket contract with Butterfield covering these cities excluded.

⁵ Blanket deals covering the following cities excluded: Bronx, New York City, Brooklyn, New York City, Richmond, New York City, Yonkers, New York, Hoboken, New Jersey, Irvington, New Jersey, Union City, New Jersey, Mt. Vernon, New York, New Rochelle, New York, Belleville, New Jersey, Bloomfield, New Jersey, Kearney, New Jersey, North Bergen, New Jersey, and White Plains, New York.

NOTE: For explanation of arrangement of exchange areas see attached list.

Source: Defendants' answers to Interrogatories 6 to 11, inclusive, 1948.

The following exchange areas used by Universal are not used by United Artists: Albany, N. Y., Des Moines, Iowa; Memphis, Tenn.; Oklahoma City, Okla.; Portland, Oreg. Changes in cities in exchange areas due to the omission of the above exchange areas by United Artists:

Universal		United Artists
	Albany.....	
	Troy.....	
Albany Exe.	Amsterdam.....	New York Exe.
	Rome.....	
	Watertown.....	Buffalo Exe.
	Utica.....	
	Moline.....	
	Davenport.....	
	Burlington.....	
	Clinton.....	Chicago Exe.
Des Moines Exe.	Dubuque.....	
	Cedar Rapids.....	
	Des Moines.....	
	Mason City.....	
	Ottumwa.....	Omaha Exe.
	Waterloo.....	
	Memphis.....	
Memphis Exe.	Owenboro.....	St. Louis Exe.
	Little Rock.....	
	Fort Smith.....	Kansas City Exe.
	Oklahoma City.....	
Oklahoma City	Enid.....	Dallas Exe.
	Tulsa.....	
	Muskogee.....	Kansas City, Exe.
Portland Exe.	Portland.....	Seattle Exe.
	Salem.....	

9. Recapitulation of data from all eight defendants disclosed in Exs. 433-40 (R. 2403-2408), inclusive:

The percentages of all domestic billings which represent first runs in cities of 25,000 and over and the percentages of all domestic rentals from such runs received by each defendant distributor from the feature film released during the 1943-44 season with the largest total number of domestic billings, are as follows:

		<i>Billings</i>	<i>Rentals</i>
Fox (Ex. 433).....	Sweet Rosie O'Grady.....	2.7	35.1
Loew (Ex. 435).....	As Thousands Cheer.....	2.9	38.5
Paramount (Ex. 438).....	Let's Face It.....	(¹)	(¹)
RKO (Ex. 434).....	Lady Takes A Chance.....	3.1	42.1
Warner (Ex. 437).....	Princess O'Rourke.....	3.1	45.0
Columbia (Ex. 436).....	Cover Girl.....	3.3	50.5
Universal (Ex. 439).....	Christmas Holiday.....	4.6	49.0
United Artists (Ex. 440).....	Stage Door Canteen.....	4.3	46.9

¹ Data not supplied.

² Data includes only 13 of 31 exchange areas

The percentages of all first run billings in affiliated first run theatres in cities of 25,000 and over and the percentages of all first run rentals derived from these theatres by each defendant distributor from the same features, are as follows:°

		<i>Billings</i>	<i>Rentals</i>
Fox (Ex. 433).....	Sweet Rosie O'Grady.....	63.5	73.7
Loew (Ex. 435).....	As Thousands Cheer.....	72.1	85.3
Paramount (Ex. 438).....	Let's Face It.....	(¹)	(¹)
RKO (Ex. 434).....	Lady Takes A Chance.....	67.6	78.6
Warner (Ex. 437).....	Princess O'Rourke.....	67.9	78.9
Columbia (Ex. 436).....	Cover Girl.....	69.4	86.4
Universal (Ex. 439).....	Christmas Holiday.....	63.7	70.1
United Artists (Ex. 440).....	Stage Door Canteen.....	70.4	78.1

¹ Data not supplied.

² Data includes only 13 of 31 exchange areas

G. TABULATIONS SHOWING THE PROPORTION OF TOTAL FILM RENTAL RECEIVED FROM A LARGE CITY WHICH COMES FROM FIRST RUN EXHIBITION IN THAT CITY

1. Percentage of total film rentals received from first and subsequent runs during 1936-37 season by all defendants in:

(a) Atlanta, Ga. (Ex. 467, R. 2455)

Distribution of license fees paid to all defendants for exhibition to all feature pictures released in Atlanta during the 1936-37 season, by affiliation and by runs

Distributor	Number of features	Number of initial exhibitions	National gross	Atlanta gross		First run					
						Total		Affiliated		Unaffiliated	
				Amount	Percent of national gross	Amount	Percent of Atlanta gross	Amount	Percent of total first run	Amount	Percent of total first run
R. K. O.	47	393,081	\$15,495,998	\$61,436	0.3	\$27,440	96.2	\$27,155	99.0	\$284	1.0
Fox	62	519,498	25,717,081	75,447	.3	45,082	94.5	45,398	99.3	450	.5
Loew's	49	499,004	27,099,719	119,997	.5	109,697	94.5	109,194	97.7	2,839	2.3
Paramount	33	413,339	24,991,409	65,393	.3	65,431	96.3	43,279	99.3	391	.6
Universal ¹	5	37,000	2,547,939	7,397	.3	5,007	99.2	5,027	99.4	39	.6
United Artists	19	199,799	9,199,749	29,479	.3	29,449	97.9	19,772	99.3	771	3.9
Warner	97	692,997	31,449,943	99,999	.3	41,992	99.4	41,199	99.0	699	1.0
Columbia	39	297,499	9,139,997	29,499	.3	19,799	94.3			15,799	100.0
Total	333	3,391,997	149,139,943	419,397	.3	311,499	74.9	329,999	99.4	39,999	6.6

Distributor	Number of features	Subsequent runs						Total affiliated		Total unaffiliated	
		Total		Affiliated		Unaffiliated		Amount	Percent of Atlanta gross	Amount	Percent of Atlanta gross
		Amount	Percent of Atlanta gross	Amount	Percent of subsequent runs	Amount	Percent of subsequent runs				
R. K. O.	47	\$13,994	33.8	\$49	0.3	\$13,944	99.7	\$27,199	99.7	\$14,239	34.3
Fox	62	29,794	33.6	299	.7	29,594	99.3	45,439	94.3	29,994	35.9
Loew's	49	9,399	8.5	79	1.2	9,239	99.3	109,239	92.4	8,799	7.9
Paramount	33	21,994	33.2	47	.3	21,997	99.8	43,317	99.4	21,999	33.9
Universal ¹	5	2,249	30.7			2,249	100.0	5,027	99.9	2,379	31.1
United Artists	19	5,995	22.4			5,995	100.0	19,772	74.7	5,799	20.3
Warner	97	19,234	31.9			19,234	100.0	41,199	97.7	19,979	22.3
Columbia	39	9,959	34.5			9,959	100.0			24,429	100.0
Total	333	104,799	35.2	393	.3	104,427	99.7	291,199	79.0	129,017	30.0

¹ Defendant did not submit answers to Interrogatory No. 48 for the entire season's releases in Atlanta.

Source: Defendants' answers to Interrogatory No. 48.

Affiliated exhibitors (as per Ex. F-21)—Continued

	Per- cent	Total first runs	Total runs
Duluth, Minn.	76	1	6
Somerville, Mass.	70	2	7
Cambridge, Mass.	42	1	7
Elizabeth, N. J.	76	1	5
Long Beach, Calif.	90	2	11
Spokane, Wash.	86	1	8
Wichita, Kans.	83	2	12
Sacramento, Calif.	88	2	8
Kansas City, Kans.	81	1	12
Worcester, Mass.	94	2	10
Hartford, Conn.	87	2	8
New Haven, Conn.	75	2	16
Springfield, Mass.	77	1	8
Bridgeport, Conn.	86	2	14
Youngstown, Ohio	84	1	7
Paterson, N. J.	87	1	5
Albany, N. Y.	88	1	8
Trenton, N. J.	88	3	13
Yonkers, N. Y.	72	1	8
Grand Rapids, Mich.	86	1	20
Flint, Mich.	68	1	13
Independent exhibitors (as per Ex. F-21):			
Richmond, Va.	70	2	11
Miami, Fla.	71	3	23
Norfolk, Va.	85	1	9
Camden, N. J.	87	1	11
Erie, Pa.	91	1	9
Wilmington, Del.	85	1	11
Reading, Pa.	86	1	6
Utica, N. Y.	79	1	11
New Bedford, Mass.	88	2	7
Fall River, Mass.	81	1	6
Nashville, Tenn.	88	1	13
Canton, Ohio	75	1	5
Tulsa, Okla.	78	2	15
Gary, Ind.	78	1	6
Fort Wayne, Ind.	67	1	9
Tacoma, Wash.	78	2	13

(b) Kansas City, Mo. (Ex. 468, R. 2455)

Distribution of license fees paid to all defendants for exhibition rights to all feature pictures released in Kansas City, Mo., during the 1936-37 season, by affiliation and by runs

Distributor	Number of feature pictures	Number of national exhibitions	National gross	Kansas City gross		First run					
				Amount	Percent of national gross	Total		Affiliated		Unaffiliated	
						Amount	Percent of Kansas City gross	Amount	Percent of total first run	Amount	Percent of total first run
R. K. O.	47	340,081	\$15,400,000	\$93,317	0.4	\$20,025	43.8	\$28,579	99.4	\$146	0.5
Fox	64	526,906	28,948,026	121,026	.4	53,277	43.8	52,853	99.2	222	.8
Loew's	49	408,004	37,658,719	176,331	.5	60,908	58.7	99,779	99.9	129	.1
Paramount	53	413,500	34,961,400	122,839	.5	56,714	46.2	80,541	99.7	173	.3
Universal	5	27,050	2,547,903	15,278	.6	9,479	62.0	7,404	96.8	15	.2
United Artists	19	132,728	9,180,745	46,494	.5	28,416	58.6	28,340	99.7	78	.3
Warner	60	432,687	21,446,843	91,480	.4	41,316	45.2	41,087	99.3	379	.7
Columbia	38	217,491	8,139,967	42,900	.5	16,931	39.4	16,510	97.5	421	2.4
Total	335	3,508,479	148,362,571	682,291	.5	335,066	49.1	332,408	99.5	1,663	.5

Distributor	Number of feature pictures	Subsequent runs						Total affiliated		Total unaffiliated		All preferred runs					
		Total		Affiliated		Unaffiliated						Affiliated		Unaffiliated		Total	Percent of Kansas City gross
		Amount	Percent of Kansas City gross	Amount	Percent of subsequent runs	Amount	Percent of subsequent runs	Amount	Percent of Kansas City runs	Amount	Percent of Kansas City runs	Amount	Percent	Amount	Percent		
R. K. O.	47	\$34,292	54.2	\$12,949	35.7	\$22,043	64.3	\$41,128	65.0	\$22,189	35.0	\$23,832	94.8	\$1,941	8.2	\$43,070	66.3
Fox	64	68,349	56.2	33,160	48.6	35,189	51.5	86,013	70.7	35,613	29.3	60,064	98.3	1,308	1.7	70,269	57.9
Loew's	49	76,423	43.3	34,647	45.6	42,376	55.4	123,826	73.9	42,808	24.1	115,484	96.7	592	.5	116,076	63.8
Paramount	53	66,145	53.8	29,929	45.2	36,216	54.8	86,470	70.4	36,289	29.6	71,229	98.2	1,302	1.8	72,532	59.0
Universal	5	5,799	38.0	2,021	34.9	3,778	65.1	11,485	73.3	3,793	24.8	10,17	2	78	.8	15,305	96.8
United Artists	19	20,078	41.4	8,231	41.0	11,847	59.0	36,571	75.4	11,923	24.6	32,347	99.0	333	1.0	32,679	67.4
Warner	60	30,134	54.8	19,738	39.4	30,375	60.6	60,796	66.8	30,694	33.2	50,174	97.9	1,072	2.1	51,246	56.0
Columbia	38	26,005	60.6	5,080	19.4	20,925	80.6	21,600	50.2	21,376	92.3	18,345	91.2	1,775	8.8	30,120	46.0
Total	335	347,225	50.9	144,446	41.6	202,779	58.4	477,849	70.0	204,442	30.0	406,690	98.0	8,197	2.0	408,796	59.9

* Includes first, second, and third runs.

* Defendant did not submit answers to interrogatory No. 43 for the entire seasons releases in Kansas City, Mo.

Source: Defendants' answers to Interrogatory No. 43.

(c) Philadelphia, Pa. (Ex. 469, R. 2455)

Distribution of license fees paid to all defendants for exhibition rights to all feature pictures released in Philadelphia during the 1936-37 season, by affiliation and by runs

Distributor	Number of feature pictures	Number of national exhibitions	National gross	Philadelphia gross		First run					
				Amount	Percent of national gross	Total		Affiliated		Unaffiliated	
						Amount	Percent of Philadelphia gross	Amount	Percent of total first run	Amount	Percent of total first run
Radio-Keith Orpheum Corp.	47	340,081	\$15,468,990	\$233,705	2.1	\$98,300	18.9	\$97,833	99.1	\$455	0.9
Twentieth Century-Fox Film	64	820,721	26,000,870	627,368	2.2	136,215	20.1	136,741	99.9	2,994	2.0
Loew's, Incorporated	49	489,365	27,000,267	1,090,267	2.7	261,204	26.1	260,700	99.9	504	.2
Paramount Pictures, Inc.	53	412,800	24,961,400	581,466	2.1	101,038	19.1	101,309	99.2	167	.2
Universal Corporation	4	27,000	2,000,451	96,781	2.8	14,400	24.6	16,372	99.8	409	.2
United Artists Corp.	5	41,967	3,918,067	157,308	2.8	48,473	25.2	48,473	100.0	0	0
Warner Bros. Pictures, Inc.	60	432,667	21,446,843	826,123	2.8	112,337	21.2	112,337	100.0	0	0
Columbia Pictures Corp.	28	217,491	8,123,957	210,211	2.6	30,465	14.2	37,962	99.9	2,493	6.1
Total	323	2,437,473	142,269,680	3,433,168	2.4	765,537	22.4	738,343	99.1	6,495	.9

284

285

Distributor	Number of feature pictures	Subsequent runs						Total affiliated		Total unaffiliated		All preferred runs					
		Total		Affiliated		Unaffiliated		Amount	Percent of Philadelphia gross	Amount	Percent of Philadelphia gross	Affiliated		Unaffiliated		Total	Percent of Philadelphia gross
		Amount	Percent of Philadelphia gross	Amount	Percent of subsequent runs	Amount	Percent of subsequent runs					Amount	Percent	Amount	Percent		
Radio-Keith Orpheum Corp.	47	\$232,373	81.8	\$154,341	82.8	\$108,134	41.2	\$212,028	65.1	\$108,672	32.9	\$111,662	97.9	\$2,120	2.0	\$114,822	34.9
Twentieth Century-Fox Film	64	800,947	78.9	236,908	42.1	379,956	55.9	344,744	53.0	282,518	45.0	190,708	87.3	26,267	12.7	307,006	52.0
Loew's, Incorporated	49	738,083	72.9	489,309	65.8	248,680	34.2	747,071	74.7	253,216	26.2	277,969	94.2	20,918	5.8	268,811	34.9
Paramount Pictures, Inc.	53	428,313	80.9	304,870	68.9	123,937	31.2	267,184	74.7	134,282	28.3	200,266	94.6	13,102	5.4	243,367	42.3
Universal Corporation	4	80,361	78.4	31,847	62.2	18,804	26.9	48,219	72.2	18,623	27.8	22,634	98.3	867	1.7	21,301	46.7
United Artists Corp.	5	88,825	84.7	67,713	78.2	21,122	23.8	116,180	84.6	31,122	14.4	87,168	100.0	19	(?)	57,186	62.8
Warner Bros. Pictures, Inc.	60	416,290	78.7	268,087	71.6	118,208	28.4	419,934	77.7	118,208	22.3	195,368	99.7	707	.3	194,072	36.7
Columbia Pictures Corp.	28	169,746	80.8	60,538	35.7	109,208	64.3	98,520	46.9	111,691	53.1	54,237	81.7	12,156	18.3	66,543	31.7
Total	323	2,687,345	77.6	1,615,908	60.8	1,041,747	39.2	2,374,941	68.4	1,048,341	30.6	1,238,072	94.1	77,033	6.9	1,905,109	56.1

* Defendants did not submit answers to Interrogatory No. 48 for the entire season's releases in Philadelphia.

† Less than 0.05 percent.

‡ Defendant's Answers to Interrogatory No. 48.

2. Percentage of total film rentals received by Fox from first and subsequent runs of one 1943-44 season feature in all cities over 100,000 (Exs. F-21, F-21A; R. 1583, 2271)

Film Rental "Sweet Rosie O'Grady," First Run and Extended Engagements, 92 Cities With More Than 100,000 Population
RECAPITULATION

	Revenue	Percent first run revenue	Percent United States gross at October 13
Paramount Affiliates.....	\$170,837.06	21.99	6.04
Skouras Theatres.....	16,732.86	2.16	.50
National Theatres (including Roxy, New York City).....	208,008.63	28.43	10.55
Loew's.....	63,454.88	8.18	2.25
Warner Bros.....	46,190.70	5.96	1.64
Standard Theatres (Paramount-Warner).....	5,945.35	.77	.21
Independents.....	130,864.91	16.36	4.64
R. K. O.....	37,151.47	4.80	1.32
Paramount Public and R. K. O. (Butterfield).....	6,488.21	.85	.23
Grand total.....	775,334.63	100	37.48

Total film rental to October 13, 1945—United States only, \$2,521,772.00.

PARAMOUNT AFFILIATES

Town and State	Theatre	Length of run	Play date	Film rental	Total revenue
Chicago, Ill.....	State-Lake.....	4 weeks.....	10/26-11/24		\$45,330.01
Boston, Mass.....	Metropolitan.....	2 weeks.....	11/25-12/3	\$14,872.37	
	Paramountland Fenway.....	1 week (M/O).....	12/16-12/22	2,836.31	
New Orleans, La.....	Saenger.....	10 days.....	11/24-12/3	7,930.43	17,708.68
	Tudor.....	1 week (M/O).....	12/4-12/10	630.00	
Minneapolis, Minn.....	Lyric.....	Preview.....	11/5	103.43	8,580.43
	State.....	1 week.....	11/18-11/24	5,306.45	
	Century.....	2 weeks (M/O).....	11/25-12/8	3,445.39	
	World.....	1 week (M/O).....	12/9-12/15	175.00	
Houston, Tex.....	Majestic.....	2 weeks.....	12/9-12/23		9,230.77
Atlanta, Ga.....	Fox.....	1 week.....	10/21-10/27	4,362.92	7,201.08
	Roxy.....	11 days (M/O).....	10/31-11/10	3,448.20	
Dallas, Tex.....	Majestic.....	1 week.....	12/2-12/8	5,987.30	8,711.21
	Melba.....	2 weeks (M/O).....	12/9-12/23	2,260.74	
St. Paul, Minn.....	Paramount.....	1 week.....	11/18-11/24	3,068.73	3,238.04
	Riviera.....	1 week (M/O).....	11/25-12/1	1,485.08	
Birmingham, Ala.....	Ritz.....	Preview.....	10/23	141.82	4,553.81
	Alabama.....	8 days.....	10/27-11/3	3,750.19	
	Lyric.....	1 week (M/O).....	11/4-11/10	630.39	
San Antonio, Tex.....	Majestic.....	1 week.....	12/16-12/22	5,075.81	4,522.40
	Texas.....	1 week (M/O).....	12/23-12/29	2,140.29	
					7,216.10

Film Rental "Sweet Rosie O'Grady," First Run and Extended Engagements, 32 Cities With More Than 100,000 Population—Continued

PARAMOUNT AFFILIATES—Continued

Town and State	Theatre	Length of run	Play date	Film rental	Total revenue
Omaha, Nebr.	Paramount	1 week	11/18-11/24	\$2,655.21	\$3,155.21
	Omaha	1 week (M/O)	11/25-12/1	500.00	
Ft. Worth, Tex.	Worth	1 week	12/3-12/9		2,894.46
Jacksonville, Fla.	Florida	1 week	12/23-12/29		4,065.26
Des Moines, Iowa	Des Moines	1 week	11/25-12/1	2,000.80	3,440.80
	Roosevelt	1 week	11/25-12/1	730.00	
Salt Lake City, Utah	Centre	8 days	11/25-12/2	5,775.09	6,922.04
	Radio	1 week (M/O)	12/3-12/9	1,146.35	
Scranton, Pa.	Strand	8 days	11/25-12/2		3,417.22
Charlottesville, Tenn.	State	Midnight Show	10/30	115.31	2,018.13
	Tivoli	4 days	10/31-11/3	1,608.61	
	State	2 days (M/O)	11/4-11/5	280.21	
Knorrville, Tenn.	Tennessee	4 days	11/3-11/6	2,562.74	2,985.75
	Riviera	3 days (M/O)	11/8-11/10	423.01	
Tampa, Fla.	Tampa	1 week	1/13-1/19		3,431.36
Peoria, Ill.	Madison	8 days	12/2-12/9	2,775.82	3,154.03
	Apollo	6 days (M/O)	12/10-12/15	379.21	
South Bend, Ind.	Colfax	1 week	12/10-12/16	2,000.01	2,571.40
	Granada	5 days (M/O)	12/17-12/21	681.39	
Lowell, Mass.	Strand	1 week	12/9-12/15		1,354.40
Charlotte, N. C.	Carolina	1 week	11/7-11/13	2,394.75	2,713.12
	Broadway	5 days (M/O)	11/14-11/18	315.36	
Duluth, Minn.	Norshor	1 week	12/9-12/15		1,530.19
Somerville, Mass.	Capitol	4 days	1/19-1/22	490.40	1,004.32
	Ball Sq	4 days	1/19-1/22	523.92	
Toledo, Ohio	Paramount	1 week	10/29-11/4	5,151.31	6,189.77
	Princess	1 week (M/O)	11/5-11/11	1,038.46	
Cambridge, Mass.	Central Sq	4 days	12/21-1/3		1,201.64
Total					170,527.06

SKOURAS THEATRES

Newark, N. J.	Proctor's Palace	13 days	11/24-12/6		\$11,100.63
Jersey City, N. J.	State	13 days	11/25-12/7		2,775.00
Elizabeth, N. J.	Ritz	8 days	12/28-12/30		2,548.21
Total					16,732.86

Film Rental "Sweet Rosie O'Grady," First Run and Extended Engagements, 28 Cities With More Than 100,000 Population—Continued

NATIONAL THEATRES (Including ROXY THEATRE, NEW YORK CITY)

Town and State	Theatre	Length of run	Play date	Film rental	Total revenue
New York City, N. Y.	Roxy	4 weeks	10/30-11/10		\$192,200.00
Detroit, Mich.	Fox	15 days	11/20-12/5	\$10,181.00	
	Adams	1 week (M/O)	12/10-12/18	1,210.00	
Los Angeles, Calif.	Loews State	1 week	9/20-9/26	10,770.00	20,570.00
	Chinese	1 week	9/20-9/26	5,700.00	
	Ritz	1 week	9/20-9/26	4,000.75	
	Four Star	1 week (M/O)	10/7-10/13	1,304.07	
	Wiltshire	2 weeks (M/O)	10/7-10/20	1,702.02	
San Francisco, Calif.	Fox	2 weeks	10/21-11/3	14,004.00	24,545.17
	Alcazar	1 week (M/O)	11/4-11/10	800.00	
Milwaukee, Wis.	Wisconsin	2 weeks	10/7-10/20	4,001.14	14,004.00
	Strand	2 weeks (M/O)	10/21-11/3	2,473.20	
Kansas City, Mo.	Esquire	2 weeks	10/23-11/4	5,000.40	7,000.00
	Uptown	2 weeks	10/23-11/4	2,700.20	
Seattle, Wash.	Music Hall	6 days	10/13-10/17	2,037.00	3,037.00
	Paramount	2 weeks	10/13-10/25	4,200.74	
	Music Box	2 weeks (M/O)	10/20-11/3	4,201.74	
Denver, Colo.	Denver	1 week	10/20-11/1	7,170.00	12,540.00
	Esquire	1 week	10/20-11/2	1,442.07	
	Aladdin	1 week (M/O)	11/2-11/9	1,300.00	
	Rialto	1 week (M/O)	11/9-11/15	1,375.00	
	Broadway	1 week (M/O)	11/17-11/20	737.77	
Portland, Oreg.	Orpheum	15 days	11/20-12/7	3,000.00	12,000.77
	Playhouse	25 days	11/20-12/15	1,700.00	
Oakland, Calif.	Fox	2 weeks	10/21-11/3	12,200.00	11,011.00
	Grand Lake	20 days (M/O)	11/4-11/23	2,100.00	
San Diego, Calif.	Fox	1 week	10/10-10/25	7,000.00	12,000.70
	State	1 week	10/20-10/25	2,414.20	
	Orpheum	6 days (M/O)	10/20-11/1	2,014.00	
Long Beach, Calif.	West Coast	9 days	9/20-9/27	4,100.00	12,000.01
	Imperial	11 days (M/O)	10/5-10/19	2,121.00	
Spokane, Wash.	Fox	9 days	11/14-11/23		9,277.70
Wichita, Kans.	Miller	8 days	11/3-11/10	5,200.10	4,000.00
	Sandra	1 week (M/O)	11/11-11/17	1,201.01	
Sacramento, Calif.	Senator	1 week	11/17-11/25	2,000.00	4,451.15
	Alhambra	1 week	11/17-11/25	1,700.00	
Kansas City, Kans.	Grapado	1 week	12/4-12/10		4,402.00
					800.15
Total					200,000.00

* Day end date.

Film Rental "Sweet Rosie O'Grady," First Run and Extended Engagements, 22 Cities With More Than 100,000 Population—Continued

LOEW'S

Washington, D. C.	Palace	2 weeks	11/4-11/17	\$11,000.00	
	Columbia	1 week (M/O)	11/25-12/1	1,000.17	
					\$12,000.17
Buffalo, N. Y.	Grand Lakes	2 weeks	11/11-11/24		11,871.41
Columbus, Ohio	Ohio	1 week	10/21-10/27	4,355.00	
	Grand	1 week (M/O)	10/28-11/3	1,341.00	
					5,696.00
Memphis, Tenn.	Loew's Palace	2 weeks	10/28-11/10		5,000.00
Worcester, Mass.	Palace	1 week	10/28-11/3	4,000.41	
	Elm St.	1 week (M/O)	11/4-11/10	1,000.20	
					5,000.61
Hartford, Conn.	Fall	1 week	10/28-10/30	4,000.00	
	Palace	1 week (M/O)	10/29-11/3	1,000.00	
					5,000.00
New Haven, Conn.	Fall	1 week	10/21-10/27	2,000.00	
	College	1 week (M/O)	10/28-11/3	1,000.00	
					3,000.00
Springfield, Mass.	Palace	1 week	10/28-11/3		4,355.00
Bridgport, Conn.	Fall	1 week	10/21-10/27	4,000.00	
	Globe	1 week (M/O)	10/28-11/3	875.00	
					4,875.00
Total					\$2,000.00

WARNER BROS.

Philadelphia, Pa.	Stanley	20 days	10/27-11/5	\$20,000.00	
	Buck	1 day	10/27	1,000.00	
					\$21,000.00
Cleveland, Ohio	Hippodrome	1 week	11/12-11/19	5,000.00	
	Alma	1 week (M/O)	11/20-11/27	5,000.00	
	Lake	9 days (M/O)	11/28-11/30	500.00	
					10,500.00
Youngstown, Ohio	Warner	1 week	11/17-11/24		5,000.00
Pateron, N. J.	Palace	1 week	11/18-11/24		5,000.00
Albany, N. Y.	Stanley	1 week	10/27-10/30		5,000.00
Total					\$21,000.00

STANDARD THEATRES (PARAMOUNT-WARNER)

Oklahoma City, Okla.	Criticism	2 weeks	10/28-11/3	\$5,000.00	
	Tower	9 days (M/O)	11/3-11/11	743.79	
					\$5,743.79

Film Rental "Sweet Rosie O'Grady," First Run and Extended Engagements, 92 Cities With More Than 100,000 Population—Continued

INDEPENDENTS

Town and State	Theatre	Length of run	Play date	Film rental	Total revenue
Pittsburgh, Pa.	J. P. Harris	3 weeks	10/20-11/9	\$10,578.33	
	Harris Senator.	1 week (M/O)	11/10-11/16	651.12	
Richmond, Va.	Byrd	1 week	11/11-11/17	2,161.07	811,288.84
	State	1 week	11/11-11/17	2,280.26	
Miami, Fla.	Capitol	1 week	10/27-11/2	2,267.40	4,741.22
	Miami	1 week	10/27-11/2	2,008.06	
	Lincoln	1 week	10/27-11/2	2,119.73	
Norfolk, Va.	Norva	3 weeks	10/20-11/10		6,325.37
Camden, N. J.	Saver	10 days	12/6-12/15		11,540.67
Erie, Pa.	Shoe's	10 days	11/24-12/3		2,229.92
Wilmington, Del.	Rialto	28 days	10/27-11/18		5,321.56
Reading, Pa.	Embassy	2 weeks	11/3-11/16		4,983.38
Utica, N. Y.	Olympic	12 days	10/7-10/15		4,610.16
New Bedford, Mass.	State	1 week	12/1-12/7	3,094.34	2,956.19
	New Bedford	1 week (M/O)	12/8-12/14	349.94	
Fall River, Mass.	Durfee	1 week	11/10-11/16		3,448.28
St. Louis, Mo.	Ambassador	2 weeks	10/21-11/3	9,881.34	3,166.07
	Schubert	3 weeks (M/O)	11/4-11/24	2,614.14	
Nashville, Tenn.	Paramount	2 weeks	5/11-5/24		12,775.48
Akron, Ohio	Colonial	15 days	11/23-12/9		3,487.94
Canton, Ohio	Palace	1 week	11/6-11/14		6,222.25
Tulsa, Okla.	Ritz	8 days	11/25-12/2	3,383.33	2,982.28
	Majestic	3 days (M/O)	12/7-12/9	222.95	
Louisville, Ky.	Rialto	1 week	11/23-12/1	4,507.08	3,570.26
	Brown	2 weeks (M/O)	12/2-12/15	968.54	
Indianapolis, Ind.	Indiana	1 week	11/24-11/30	5,545.93	5,028.57
	Lyric	1 week (M/O)	12/1-12/7	1,002.56	
Gary, Ind.	Palace	6 days	1/6-1/11		6,546.39
Fort Wayne, Ind.	Paramount	1 week	12/9-12/15		1,317.80
Baltimore, Md.	New	4 weeks	10/21-11/17		2,519.19
Providence, R. I.	Majestic	15 days	11/25-12/9	4,612.71	12,674.21
	Carlton	6 days (M/O)	12/10-12/15	313.89	
Tacoma, Wash.	Music Box	1 week	11/10-11/16	3,537.12	6,526.20
	Bluesmouse	1 week (M/O)	11/17-11/23	1,033.07	
Total					4,570.79
					130,864.91

¹ Day and date.

Film Rental "Sweet Rosie O'Grady," First Run and Extended Engagements, 92 Cities With More Than 100,000 Population—Continued

R. K. O.

Town and State	Theatre	Length of run	Play date	Film rental	Total revenue
Cincinnati, Ohio	Albee	1 week	11/5-11/11	\$5,282.23	\$11,007.43
	Capitol	6 days (M/O)	11/13-11/17	1,085.80	
	Keiths	1 week (M/O)	11/18-11/24	1,039.30	
Trenton, N. J.	Lincoln	1 week Day & Date	1/14-1/20	3,539.94	5,494.92
	Palace	1 week	1/14-1/20	808.27	
	Trent	1 week (M/O)	1/21-1/27	533.91	
Rochester, N. Y.	Reg.	1 week	12/2-12/8	5,109.03	6,060.32
	Reg.	1 week (M/O)	12/9-12/15	950.93	
Dayton, Ohio	Keiths	1 week	11/4-11/10	5,700.57	8,016.14
	Colonial	1 week (M/O)	11/11-11/17	1,305.57	
Syracuse, N. Y.	Keiths	1 week	12/2-12/8	4,522.57	5,007.29
	Keiths	1 week (M/O)	12/9-12/15	484.72	
Yonkers, N. Y.	Proctors	1 week	12/23-12/29		1,353.44
Total					37,151.47

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Grand Rapids, Mich.	Regent	8 days	11/20-11/27		\$3,110.77
Flint, Mich.	Capital	1 week	11/21-11/27		2,348.44
Total					5,459.21

Total revenue, all runs, "Sweet Rosie O'Grady" (Ex. 21a)

City	Number of exhibitions	Revenue
1. Birmingham, Ala.	78	\$5,302.46
2. Los Angeles, Calif.	117	43,341.95
3. San Francisco, Calif.	41	21,744.08
4. Oakland, Calif.	20	13,083.57
5. San Diego, Calif.	13	15,467.01
6. Long Beach, Calif.	11	10,304.57
7. Sacramento, Calif.	8	5,135.94
8. Denver, Colo.	20	15,476.75
9. Hartford, Conn.	8	5,084.33
10. New Haven, Conn.	16	5,534.48
11. Bridgeport, Conn.	14	5,331.35
12. Wilmington, Del.	11	5,807.00
13. Washington, D. C.	43	26,302.09
14. Jacksonville, Fla.	15	5,108.94
15. Tampa, Fla.	15	4,100.43

Total revenue, all runs, "Sweet Rosie O'Grady"—Continued

City	Number of exhibitions	Revenue
14. Atlanta, Ga.	31	\$5,594.74
15. Chicago, Ill.	230	\$5,599.92
16. Peoria, Ill.	6	2,000.00
18. Indianapolis, Ind.	30	11,000.22
20. Gary, Ind.	6	1,954.00
21. Fort Wayne, Ind.	9	2,700.04
22. Des Moines, Iowa	30	4,816.38
24. Wichita, Kans.	12	7,771.10
24. Kansas City, Kans.	12	2,700.07
25. Louisville, Ky.	33	5,051.44
26. New Orleans, La.	41	11,119.28
27. Baltimore, Md.	67	24,305.22
28. Boston, Mass.	48	20,000.21
29. Worcester, Mass.	10	4,822.45
30. Springfield, Mass.	8	5,005.28
31. Lowell, Mass.	6	1,725.22
32. New Bedford, Mass.	7	2,000.00
33. Fall River, Mass.	5	2,811.00
34. Somerville, Mass.	7	1,442.07
35. Cambridge, Mass.	7	2,707.77
36. Detroit, Mich.	114	65,728.00
37. Grand Rapids, Mich.	20	4,000.12
38. Flint, Mich.	12	4,000.21
39. Minneapolis, Minn.	50	15,002.26
40. St. Paul, Minn.	20	7,070.70
41. Duluth, Minn.	6	2,015.00
42. Kansas City, Mo.	30	12,102.22
43. St. Louis, Mo.	82	22,007.94
44. Omaha, Nebr.	10	4,000.12
45. Jersey City, N. J.	16	4,120.07
46. Paterson, N. J.	5	4,100.00
47. Trenton, N. J.	12	4,054.97
48. Camden, N. J.	11	2,702.00
49. Elizabeth, N. J.	5	2,400.45
50. Newark, N. J.	25	10,044.16
51. New York, N. Y.:		
Bronx	61	22,770.65
Brooklyn	150	61,421.00
Manhattan	98	102,000.00
Queens	80	24,000.00
Richmond	12	2,000.00
Total, New York	410	274,201.65
52. Buffalo, N. Y.	40	10,014.00
53. Rochester, N. Y.	30	8,120.16
54. Yonkers, N. Y.	8	2,100.04
55. Albany, N. Y.	8	4,000.00
56. Utica, N. Y.	11	2,700.75
57. Cleveland, Ohio	71	25,000.00
58. Cincinnati, Ohio	60	15,710.00
59. Columbus, Ohio	40	9,000.01
60. Dayton, Ohio	21	2,210.03

Total revenue, all runs, "Sweet Rosie O'Grady"—Continued

City	Number of exhibitions	Revenue
61. Youngstown, Ohio.....	7	\$4,142.79
62. Akron, Ohio.....	20	2,099.75
63. Canton, Ohio.....	5	2,174.68
64. Toledo, Ohio.....	14	7,376.18
65. Oklahoma City, Okla.....	21	7,328.97
66. Tulsa, Okla.....	13	4,060.97
67. Portland, Oreg.....	41	18,487.68
68. Philadelphia, Pa.....	128	64,795.05
69. Pittsburgh, Pa.....	26	20,863.64
70. Scranton, Pa.....	10	4,498.00
71. Erie, Pa.....	9	3,941.88
72. Reading, Pa.....	8	3,282.37
73. Providence, R. I.....	10	3,082.97
74. Charlotte, N. C.....	8	3,064.00
75. Houston, Tex.....	24	11,264.13
76. Dallas, Tex.....	24	11,084.73
77. San Antonio, Tex.....	18	8,432.70
78. Fort Worth, Tex.....	18	8,264.10
79. Memphis, Tenn.....	24	8,124.90
80. Chattanooga, Tenn.....	11	2,580.00
81. Knoxville, Tenn.....	9	2,454.88
82. Nashville, Tenn.....	13	3,860.07
83. South Bend, Ind.....	9	2,300.43
84. Norfolk, Va.....	6	12,424.28
85. Richmond, Va.....	11	6,776.70
86. Seattle, Wash.....	21	14,512.26
87. Spokane, Wash.....	5	4,704.54
88. Tacoma, Wash.....	13	5,222.83
89. Milwaukee, Wis.....	27	14,006.95
90. Salt Lake City, Utah.....	7	5,040.94
91. Syracuse, N. Y.....	17	8,372.26
92. Miami, Fla.....	26	9,207.88
Total.....	2,808	1,201,668.48

3. Recapitulation of Fox data disclosed in Exs. 467, 468, 469 (R. 2455) and F-21, F-21A (R. 1583, 2271):

As shown in Plaintiff's Ex. 467, which recapitulates the rental performance of the defendants' films released during the 1936-37 season in the town of Atlanta, Georgia, although the only affiliated theatres in the town were seven first-run theatres, those theatres paid about 70% of the total film rental received by all of the distributor defendants from all of the theatres in Atlanta, despite the fact that Columbia received all of its rentals from unaffiliated theatres. In Kansas City (Ex. 468) and Philadelphia (Ex. 469), the affiliated theatres also paid about 70% of the total film rentals received by all defendants, although in those larger cities the affiliated theatres blanketed the first three runs in each city instead of just the first runs.

Comparable town-by-town figures are available for the feature film "Sweet Rosie O'Grady", the Fox feature with the largest number of domestic billings released by Fox during the 1943-44 season. Fox's Exs. 21 and 21-A, the latter being a supplement prepared by Fox at Plaintiff's request and offered by Plaintiff, show the following proportion of rentals derived from first runs in these three cities on this picture, as compared with the comparable figures for all Fox 1936-37 features in the same towns (Exs. 467, 468 and 469).

	Atlanta	Kansas City	Philadelphia
Sweet Rosie O'Grady.....	Percent 79	Percent 72	Percent 34
All Fox 1936-37 features.....	64.5	42.8	28.1

While the percentage of first-run rental from a popular film will generally be greater than that for an unsuccessful one, these figures indicate the current trend toward an increase in the percentage of the total gross which the first runs contribute. That this increase is, in part, due to greater use of simultaneous first runs, and moreover first runs is shown by the following examples computed from Exs. F-21 and F-21-A. The figure in the first column is the percentage of the total revenue from the city which came from the first runs and the figure in the second column is the number of theatres which played them on first run. The third column is the total number of exhibitions in the town and represents the total number of theatres which played the film on all runs.

Affiliated exhibitors (as per Ex. F-21):

	Per- cent	Total first runs	Total runs
Birmingham, Ala.	84	2	18
Oakland, Calif.	85	2	29
San Diego, Calif.	90	3	13
Long Beach, Calif.	90	2	11
Sacramento, Calif.	88	2	8
Denver, Colo.	78	5	29
Hartford, Conn.	87	2	8
New Haven, Conn.	75	2	16
Bridgeport, Conn.	86	2	14
Atlanta, Ga.	79	2	31
Peoria, Ill.	91	2	6
Des Moines, Iowa	76	2	20
Wichita, Kans.	88	2	12
New Orleans, La.	77	2	41
Worcester, Mass.	94	2	10
Trenton, N. J.	83	3	13
Rochester, N. Y.	75	2	28
Cincinnati, Ohio	70	3	56
Dayton, Ohio	87	2	21
Oklahoma City, Okla.	79	2	21
Portland, Oreg.	74	2	41
Charlotte, N. C.	90	2	8
Dallas, Tex.	75	2	34
San Antonio, Tex.	86	2	13
Chattanooga, Tenn.	79	2	11
Knoxville, Tenn.	87	2	9
South Bend, Ind.	82	2	9
Seattle, Wash.	76	3	31
Salt Lake City, Utah	80	2	7
Syracuse, N. Y.	79	2	17

Independent exhibitors (as per Ex. F-21):

	Per- cent	Total first runs	Total runs
New Bedford, Mass.	88	2	7
Toledo, Ohio	84	2	14
Tulsa, Okla.	79	2	15
Providence, R. I.	84	2	10
Tacoma, Wash.	78	2	13

The following percentages calculated from the same exhibits show that in all but five of the 49 cities from 100,000 to 200,000 population, the first-run rentals alone now range as high as 70% to 94% of the total rental taken out of the town:

Affiliated exhibitors (as per Ex. F-21):

	Per- cent	Total first runs	Total runs
Jacksonville, Fla.	79	1	15
Des Moines, Iowa	76	2	30
Fort Worth, Tex.	73	1	15
Salt Lake City, Utah	80	2	7
Scranton, Pa.	77	1	10
Chattanooga, Tenn.	79	3	11
Knoxville, Tenn.	87	2	9
Tampa, Fla.	82	1	15
Peoria, Ill.	91	2	6
South Bend, Ind.	82	2	9
Lowell, Mass.	78	1	6
Charlotte, N. C.	90	2	8

4. Percentage of total film rentals received by Loew from first and subsequent runs of all features released during 1943-44 season in 15 cities (Ex. L-18, R. 2408):

Distribution of license fees paid to defendant Loew's Incorporated for exhibition of all feature pictures released in 15 cities during 1943-44 season showing amounts paid by Loew's theatres and by Fox, Paramount, R. K. O., and Warner theatres and by independent theatres

City and State	Total film rental paid to Loew's for all runs, 1943-44	First-run film rentals paid to Loew's							
		Total		Paid by Loew's theatres		Paid by Fox, Paramount, R. K. O., Warner theatres		Paid by independent theatres	
		Amount first-run film rental	Percent of all film rental	Amount film rental	Percent of first-run film rental	Amount film rental	Percent of first-run film rental	Amount film rental	Percent of first-run film rental
Baltimore, Md.	\$244,822	\$241,024	98.47	\$241,024	100.00				
Cleveland, Ohio	208,991	202,545	96.94	202,545	100.00				
St. Louis, Mo.	207,626	205,728	99.10	205,728	100.00				
Washington, D. C.	675,572	220,420	32.63	220,122	99.90			8800	0.14
New York City	8,373,910	1,216,196	14.52	627,161	51.57	589,791	2.50	548,944	45.00
Akron, Ohio	160,880	128,245	79.70	128,245	100.00				
Columbus, Ohio	268,441	187,786	69.96	187,786	100.00				
Indianapolis, Ind.	204,922	128,192	62.60	128,192	100.00				
New Haven, Conn.	144,204	96,812	67.16	96,812	100.00				
Erie, Pa.	77,488	62,174	80.36			12,200	20.00	44,915	71.10
Fall River, Mass.	50,328	48,888	97.14					48,888	100.00
Fort Wayne, Ind.	77,934	64,680	83.01					64,680	100.00
Portland, Oreg.	200,720	206,126	102.69					206,126	100.00
Tacoma, Wash.	147,427	128,085	86.95					128,085	100.00
Tulsa, Okla.	66,542	74,428	111.07					74,428	100.00

City and Stage	Subsequent-run film rentals paid to Loew's								All film rentals paid to Loew's							
	Total		Paid by Loew's theatres		Paid by Fox, Paramount, R. K. O., Warner theatres		Paid by independent theatres		Paid by all Loew's theatres		Paid by all Fox, Paramount, R. K. O., Warner theatres		Paid by all independent theatres			
	Amount subsequent run film rental	Percent of all film rental	Amount film rental	Percent of subsequent run film rental	Amount film rental	Percent of subsequent run film rental	Amount film rental	Percent of subsequent run film rental	Total amount film rental	Percent of all film rental	Total amount film rental	Percent of all film rental	Total amount film rental	Percent of all film rental	Total amount film rental	Percent of all film rental
Baltimore, Md.	\$225,778	57.33	\$16,756	5.17					\$225,778	57.33						
Cleveland, Ohio	285,536	56.16	55,004	19.28	\$27,170	9.52			\$285,536	56.16						
St. Louis, Mo.	288,030	50.74							288,030	50.74						
Washington, D. C.	453,139	67.37	55,237	12.14	108,333	35.98			453,139	67.37						
New York City	4,067,114	76.94	2,725,444	67.19	61,941	1.52	1,270,439	31.31	4,067,114	76.94	2,725,444	67.19	61,941	1.52	1,270,439	31.31
Akron, Ohio	37,643	23.40					37,643	100.00	37,643	23.40						
Columbus, Ohio	90,685	34.80					90,685	100.00	90,685	34.80						
Indianapolis, Ind.	75,731	36.96							75,731	36.96						
New Haven, Conn.	44,391	30.78					44,391	100.00	44,391	30.78						
Erie, Pa.	14,309	18.47			7,607	52.95			14,309	18.47						
Fall River, Mass.	6,490	16.00					6,490	100.00	6,490	16.00						
Fort Wayne, Ind.	13,234	16.99					13,234	100.00	13,234	16.99						
Portland, Ore.	93,584	81.78			39,515	30.68			93,584	81.78						
Tacoma, Wash.	25,742	16.10					25,742	100.00	25,742	16.10						
Tulsa, Okla.	18,614	20.01					18,614	100.00	18,614	20.01						

* Revenue from Randfontein and Skouras theatres included.

**H. TABULATIONS SHOWING FIRST RUN DISTRIBUTION OF FEATURES RELEASED BY THE DEFENDANTS
AMONG THEATRES RESPECTIVELY AFFILIATED WITH THEM AND INDEPENDENT THEATERS**

1. For all of the defendants' features released during the 1943-44 season in all cities over 100,000 (Exs. 428, 428A):

Exhibit 428 (R. 2324, 2473)

Exhibitors holding first-run contracts with defendant distributors in 82 cities with populations of 100,000 and over, during the 1943-44 season

Distributor licensor appears at head of each column. Abbreviations "War," "Par," "Fox," "Loew," and "RKO" indicate particular defendant with which first run licensee is affiliated. "Ind" indicates first run licensee is not affiliated with any distributor. Where symbol "&" is used the distributor's films were divided among first-run licensees shown. Where symbol "-" is used the first-run licensees shown had pooled their theatres.

[illegible]

Exhibit 428—Continued

Exhibitors holding first-run contracts with defendant distributors in 92 cities with populations of 100,000 and over, during the 1943-44 season—Continued

	Warner (Ex. 129)	Fox (Ex. 44)	Paramount (Ex. 84)	Loew (Ex. 84)	RKO (Ex. 85)	United Artists (Ex. 148)	Universal (Ex. 147)	Columbia (Ex. 379)
Cincinnati, Ohio.....	RKO	RKO	RKO	RKO	RKO	RKO	RKO	RKO
Newark, N. J.....	War	Skouras- RKO	Par	Loew	Par & RKO & War	Loew	War	Loew & War
Kansas City, Mo.....	Par & RKO	Par	Par & RKO	Loew	RKO	Loew	Fox	Loew
Houston, Tex.....	Par	Par	Par	Loew & Par	Par	Loew	Par	Par
Seattle, Wash.....	Fox	Fox	Fox	Fox	Fox	Fox & Ind	Fox	Ind
Rochester, N. Y.....	RKO-Par	RKO-Par	RKO-Par	Loew	RKO-Par	Loew	RKO-Par	Loew
Denver, Colo.....	Fox	Fox	Ind	Loew-RKO	Loew-RKO	Fox	Fox	Fox
Portland, Oreg.....	Fox & Ind	Fox	Fox	Ind	Fox	Fox	Ind	Fox
Columbus, Ohio.....	RKO	Loew & RKO	Loew	Loew	RKO	Loew	RKO	Loew
Oakland, Calif.....	Fox & Ind	Fox	Fox	Fox	Fox	Fox & Ind	Ind	Ind
Atlanta, Ga.....	Par	Par	Par	Loew	Par	Loew	Par	Ind
Jersey City, N. J.....	War-RKO- Skouras	War-RKO- Skouras	War-RKO- Skouras	Loew	War-RKO- Skouras	Loew	War-RKO- Skouras	Loew
Dallas, Tex.....	Par	Par	Par	Par	Par	Par	Par	Par
Memphis, Tenn.....	War	Loew	Par	Loew	Loew & Par	Loew & Par	Par	Par
St. Paul, Minn.....	RKO-Par	RKO-Par	RKO-Par	RKO-Par	RKO-Par	RKO-Par	RKO-Par	RKO-Par
Birmingham, Ala.....	Par	Par	Par	Par	Par & Ind	Par	Par	Ind
San Antonio, Tex.....	Par	Par	Par	Par	Par	Par	Par	Par
Omaha, Nebr.....	Par & RKO	Par	Par	Par	RKO	Par	Par	RKO
Dayton, Ohio.....	Ind	RKO	RKO	Loew	RKO	Loew	RKO	RKO
Syracuse, N. Y.....	RKO	RKO	RKO	Loew	RKO	Loew	RKO	Loew
Oklahoma City, Okla.....	Par-War	Par-War	Par-War	Par-War	Ind	Par-War	Ind	Ind
San Diego, Calif.....	Fox & Ind	Fox	Fox	Fox	Fox	Fox	Ind	Ind

Worcester, Mass.....	War	Loew	Par	Loew	Loew & Par & War	Loew & War	Par & War	Loew
Richmond, Va.....	Loew-Ind	Ind & Loew- Ind	Loew-Ind	Loew-Ind	Ind	Loew & Loew- Ind	Ind	Ind
Fort Worth, Tex.....	Par	Par	Par	Par	Par	Par	Par	Par
Jacksonville, Fla.....	Ind	Par	Par	Par	Par	Par	Par	Par
Miami, Fla.....	Par	Ind	Par	Par	Par	Ind	Ind	Ind
Youngstown, Ohio.....	War	War	Ind	War	Ind	War	War	Ind
Hartford, Conn.....	War	Loew	Par	Loew	Loew & War	Loew & War	War & Ind	Ind
Grand Rapids, Mich.....	RKO-Par	RKO-Par	RKO-Par	RKO-Par	RKO-Par	RKO-Par	RKO-Par	RKO-Par
Long Beach, Calif.....	Fox & Ind	Fox	Fox	Fox	Ind	Fox	Fox & Ind	Ind
New Haven, Conn.....	War	Loew	Par	Loew	Loew & War	Loew & War	Par & War	Loew
Des Moines, Iowa.....	Par & RKO	Par	Par	Par	RKO	Par	Par	RKO
Flint, Mich.....	RKO-Par	RKO-Par	RKO-Par	RKO-Par	RKO-Par	RKO-Par	RKO-Par	RKO-Par
Salt Lake City, Utah.....	Par	Par	Par	Par	Ind	Par	Par	Par
Springfield, Mass.....	War	Loew	Par	Loew	Par & War	Loew & War	War & Ind	Ind
Bridgeport, Conn.....	War	Loew	War	Loew	Loew & War	Loew & War	Loew	Loew
Norfolk, Va.....	Loew-Ind & Ind	Loew-Ind	Loew-Ind & Ind	Loew-Ind	Ind	Loew-Ind	Ind	Ind
Yonkers, N. Y.....	RKO	RKO	RKO	Loew	RKO	Loew	RKO	Loew
Scranton, Pa.....	Par	Par	Par	Par	Par	Par	Par	Par
Paterson, N. J.....	War	War	Par	Par-War	War	War	War	Par
Albany, N. Y.....	RKO-War- Fabian	RKO-War- Fabian	RKO-War- Fabian	RKO-War- Fabian	RKO-War- Fabian	RKO-War- Fabian	RKO-War- Fabian	RKO-War- Fabian
Chattanooga, Tenn.....	Par	Par	Par	Par	Par	Par	Par	Par
Trenton, N. J.....	RKO & Ind	RKO & Ind	RKO	RKO	RKO	Ind	RKO	RKO
Spokane, Wash.....	Fox	Fox	Fox	Fox	Fox	Fox	Ind	Fox
Camden, N. J.....	War	Ind	War & Ind	War	Ind	War	Ind	War
Erie, Pa.....	War	Ind	War	War & Ind	War	Ind	Ind	Ind
Wichita, Kans.....	Fox	Fox	Fox	Fox	Fox	Fox	Fox	Fox
Knoxville, Tenn.....	Par	Par	Par	Par	Par	Par	Par	Par
Wilmington, Del.....	War	Ind	War	Loew	War	Loew	War	War
Reading, Pa.....	War	Ind	Ind	Loew	Ind	Loew	Ind	Ind

Exhibit 428—Continued

Exhibitors holding first-run contracts with defendant distributors in 98 cities with populations of 100,000 and over, during the 1945-46 season—Continued

	Warner (Ex. 129)	Fox (Ex. 44)	Paramount (Ex. 84)	Loew (Ex. 58)	RKO (Ex. 93)	United Artists (Ex. 145)	Universal (Ex. 147)	Columbia (Ex. 379)
Tampa, Fla.	Ind.	Par.	Par.	Par.	Par.	Par.	Par.	Par.
Sacramento, Calif.	Fox & Ind.	Fox.	Fox.	Fox.	Fox.	Fox & Ind.	Ind.	Ind.
Peoria, Ill.	Par.	Par.	Par.	Par.	Par.	Par.	Par.	Par.
South Bend, Ind.	Par+I.	Par.	Par.	Par.	Par.	Par.	Par.	Par.
Lowell, Mass.	Par.	Par.	Par.	Par.	Par.	Par.	Par.	Par.
Utica, N. Y.	War.	Ind.	War.	Par.	RKO.	RKO.	RKO.	RKO.
Charlotte, N. C.	Par.	Par.	War.	War.	War.	War.	War.	Ind.
Duluth, Minn.	Par.	Par.	Par.	Par.	Par.	Par.	Par.	Par.
Baltimore, Md.	War.	Ind.	Par.	Par.	Ind.	Par.	Par.	Ind.
St. Louis, Mo.	Ind.	Ind.	War & Ind.	Loew.	Ind.	Loew.	Ind.	Ind.
Indianapolis, Ind.	Ind.	Ind.	Ind.	Loew.	Ind.	Loew.	Ind.	Ind.
Louisville, Ky.	Ind.	Ind.	Ind.	Loew.	Ind.	Loew.	Ind.	Ind. & Loew.
Toledo, Ohio.	Par & Ind.	Par.	Ind.	Loew.	Ind.	Loew.	Ind.	Loew.
Providence, R. I.	Ind.	Ind.	Par.	Loew.	Ind.	Loew.	Ind.	Loew.
Akron, Ohio.	War.	Ind.	Ind.	Loew.	RKO.	Loew.	Ind.	Ind.
Nashville, Tenn.	Ind.	Ind.	Loew & Ind.	Loew.	War & Ind.	Loew.	Ind.	Loew.
Tulsa, Okla.	Ind.	Ind.	Ind.	Loew.	Ind.	Loew.	Ind.	Ind.
Kansas City, Kans.	Ind.	Fox.	Ind.	Ind.	Ind.	Ind.	Ind.	Ind.
Fort Wayne, Ind.	Ind.	Ind.	Ind.	Fox.	Fox & Ind.	Fox.	Fox.	Ind.
Fall River, Mass.	Ind.	Ind.	Ind.	Ind.	Ind.	Ind.	Ind.	Ind.
Cambridge, Mass.	Ind.	Par.	Par.	Ind.	Ind.	Ind.	Ind.	Ind.
Gary, Ind.	Par.	Ind.	Par.	Par.	Ind & Par.	Ind.	Ind.	Ind.
New Bedford, Mass.	Ind.	Ind.	Par.	Par.	Ind.	Par.	Ind.	Par & Ind.
Elizabeth, N. J.	War.	Ind.	Par.	Par & Ind.	Ind.	Par.	Ind.	Ind.
Canton, Ohio.	War.	RKO & War.	War.	War.	War & RKO.	Skouras.	War.	War.
		Ind.	Loew.	Loew.	Ind.	Loew.	War.	Ind.

302

Tacoma, Wash.	Ind.	Ind.	Ind.	Ind.	Ind.	Ind.	Ind.	Ind.
Somerville, Mass.	Par.	Par.	Par.	Par.	Par.	Par.	Par.	Ind.
Total No. Independent								
First runs:								
All independent	18	21	13	8	20	9	29	34
Affiliated independent split	7	3	5	3	6	4	4	2
Total affiliated first runs	70	66	74	84	66	79	80	86

1 Theatre leased from Paramount.
2 "Par" wherever appearing refers to exhibitions affiliated with Paramount.
3 See Ex. 156.
4 See Exs. 158-219.
5 See Ex. 220.
6 See Exs. 231, 232, 233, and 222.
7 See Exs. 161 and 163.
8 See Ex. 205.
9 See Ex. 213.
10 See Ex. 209.

11 See Ex. 100.
12 See Ex. 105.
13 See Ex. 205.
14 See Exs. 156 and 161.
15 See Ex. 163.
16 See Exs. 158 and 161.
17 See Exs. 204 and 220.

NOTE: "—" indicates pool; "&" indicates product split.
Source: Defendants' "Admission of Facts," 1945.

303

	Warner	Fox	Paramount	Loew	RKO
New York, N. Y.	War-16	Fox-15; Loew-3; Ind-9	Par-13; Loew-3; Ind-4	Loew-22; Par-1; Ind-7	RKO-15; Par-1; Loew-1; Ind-11
Chicago, Ill.	Par-16; Ind-1	Par-all	Par-39	Par-32; Ind-1	RKO-34; Ind-4
Philadelphia, Pa.	War-all	Par-all but 1; Ind-1	War-29; Ind-2	War-32	War-38
Detroit, Mich.	Par-all	Fox-all	Par-32	Par-33	Par-37; Ind-1
Los Angeles, Calif.	War-16; Fox-2; Ind-1	Fox-all	Par-33; RKO-1; Fox-4; Ind-1	Fox West Coast Theatres-128	Fox-14; Jr. Orpheum LA-16; Ind-8
Cleveland, Ohio	War-16	War Bros. Cir. Mgt.-28; Ind-5	Loew-32; Ind-12	Loew-33	RKO-36; War-12
Boston, Mass.	Par-all	Par-26; RKO-10	Par-32	Loew-57; Par-3	RKO-35; Ind-3
Pittsburgh, Pa.	War-6; Loew-9; Ind-3	Ind-31	War-24; Ind-7	Penn. Fed. & War-33	War-24; Ind-13
Washington, D. C.	War-all	Loew-all	War-20; Loew-9; Ind-2	Loew-32; Ind-1	RKO-11; War-25; Loew-1; Ind-1
San Francisco, Calif.	Fox West Coast Agency Corp.-all	Fox West Coast Agency Corp.-all	Fox West Coast Theatres Inc.-32; Ind-1	Fox West Coast Theatres Corp-33	RKO-33; Fox-5
Milwaukee, Wis.	War-18; Ind-1	Fox-all	Fox-31; Ind-1	Fox-34	War-36; Fox-1; Ind-1
Buffalo, N. Y.	Buffalo Theatres Inc-13; Ind-4	Buffalo Theatres all but 3; Ind-3	Buffalo Theatres-36	Buffalo Theatres Inc-32	Ind-38
New Orleans, La.	Par-8; RKO-8; Ind-2	Par-28; Loew-1; Ind-1	Par-32	Loew-27; Ind-5	RKO-19; Ind-19
Minneapolis, Minn.	Minn. Amusement Co.-all	Minn. Amusement Co.-all	Minn. Amusement Co.-32	Minn. Amusement Co.30; Ind-3	Minn. Amusement Co.-38
Cincinnati, Ohio	RKO-all	RKO-all	RKO-32	RKO-33	RKO-34; RKO & L Lisbon-4
Newark, N. J.	War-all	Skouras-all	Par-31; War-1	Loew-32	RKO-34; War-2; Par-2

304

Kansas City, Mo.	RKO-10; Par-6	Fox-all	Par-12; RKO-13; Fox-5; Ind-2	Loew-31	RKO-31; Ind-7
Houston, Tex.	Par-16	Par-all	Par-32; Ind-3	Loew-26; Par-6	Par-27; Ind-11
Seattle, Wash.	Fox-all	Fox-all but 1; Ind-1	Fox-32	Fox-40	Fox-37; Ind-1
Rochester, N. Y.	Monroe Amuse. Co.-BF Keith Corp.-all	Monroe Amuse. Co.-BF Keith-all	Monroe Amuse. Co.-BF Keith-31; Ind-1	Loew-22	RKO-Comerford (Par)-38
Denver, Colo.	Fox-all	Fox-all	Ind-32	Colo. Orpheum Corp-33	Colo. Orpheum Corp-33; Fox-3
Portland, Oreg.	Fox-11; Ind-8	Fox-all	Fox-32	Ind-27; Fox-6	Fox-substantially all
Columbus, Ohio	RKO-13	Loew-13; RKO-16	Loew-32	Loew-35	RKO-36; Loew 2
Oakland, Calif.	Fox-11; Ind-8	Fox-all	Fox-32; Ind-1	Fox-36	Fox-35; Ind-2
Atlanta, Ga.	Par-16	Par-all	Par-32; Ind-2	Loew-26; Ind-1	Par-32; Ind-3
Jersey City, N. J.	War-all	Skouras-all	Skouras-18; War-16	Loew-32	Skouras-38
Dallas, Tex.	Par-all	Par-all	Par-32	Par-32	Par-34; Ind-3
Memphis, Tenn.	War-16; Ind-3	Loew-all	Par-32	Loew-30	Loew-18; Par-12
St. Paul, Minn.	Minn. Amusement Co.-all	Minn. Amusement Co.-all	Minn. Amusement Co.-32	Minn. Amusement Co.-31; Ind-2	War-4; Ind-4
Birmingham, Ala.	Par-18	Par-all	Par-32; Ind-1	Par-32	Par-15; Ind-21
San Antonio, Tex.	Par-18	Par-all	Par-32	Par-32	Par-37; Ind-1
Omaha, Neb.	Par-8; RKO-10	Par-all	Par-32	Par-33	RKO-34; Ind-4
Dayton, Ohio	Ind-16	RKO-all	RKO-32	Loew-28; RKO-1	RKO-38
Syracuse, N. Y.	RKO-all	RKO-all	RKO-31	Loew-32	RKO-38
Oklahoma City, Okla.	Standard Theatres-all	Standard Theatres-all	Standard Theatres-32	Cooper Standard Theatres-32	Ind-37
San Diego, Calif.	Fox-10; Ind-9	Fox-all	Fox-33	Fox-44	Fox-37
Worcester, Mass.	War-all	Loew-all	Par-32	Loew-31; Ind-1	War-16; Par-7
Richmond, Va.	Fabian Theatres-all	Ind-all but 4; Wilmer & Vincent-4	Wilmer & Vincent-30; Ind-1	Loew-32; Fabian-15	Loew-11
Ft. Worth, Tex.	Par-16	Par-all	Par-32; Ind-1	Par-32	Ind-36
Jacksonville, Fla.	Ind-17	Par-all	Par-32	Par-32	Par-33; Ind-5
Miami, Fla.	Ind-all	Par-all	Par-32	Par-22	Par-35; Ind-3
Youngstown, Ohio	War-all	War-all	Ind-32	War-32	Par-37; Ind-1

305

Exhibit No. 493- Continued

	Wagon	For	Paranoid	Low	RKO
Harford, Conn.	War-all	Low-all but 1; War-1	Par-32	Low-32	War-32; Low-18
Grand Rapids, Mich.	Butterfield-all	Butterfield-all	Butterfield-32	Butterfield-32	Butterfield-32
Long Beach, Calif.	For-3; Ind-10	For-all	For-32; Ind-2	For-32	Ind-32
New Haven, Conn.	War-all	Low-all but 1; Ind-1	Par-32	Low-32	Low-30; War-17; Ind-1
Des Moines, Iowa	Par-11; RKO-7	Par-all	Par-32	Par-32	RKO-32; Ind-2
Flint, Mich.	Butterfield-all	Butterfield-all	Butterfield-32	Butterfield-32	Butterfield-32
Salt Lake City, Utah	Par-all	Par-all	Par-32	Par-32	Ind-substantially all
Springfield, Mass.	War-all	Low-all	Par-32	Low-32	Par-10; War-17; Low-1
Bridgeport, Conn.	War-all	Low-32	War-32	Low-32	Low-30; War-17; Ind-1
Norfolk, Va.	Fabian, Theatre-2; Ind-7	Fowler (Low-Ind)-all	Wilmar & Vincent-30; Ind-12	Low-32	Fabian-3; Ind-30
Yonkers, N. Y.	RKO-32	RKO-all	RKO-32	Low-32	RKO-32
Berkeley, Pa.	Par-17	Par-all	Par-32	Par-32	Par-32; Ind-2
Pateros, N. J.	War-all	War-all	Par-32	War-12; Essex Amusement-2	War-32; Ind-2
Albany, N. Y.	War-all	Fabian-34; War-2	War-16; Fabian-18	Fabian-32	Fabian-37; War-1
Chattanooga, Tenn.	Par-18	Par-all	Par-32	Par-32	Par-32; Ind-4
Trenton, N. J.	RKO-11; Ind-4	RKO-18; Ind-19	RKO-31; Ind-1	RKO-32	RKO-32
Spokane, Wash.	For-13; Ind-4	For-all but 1; Ind-1	For-32	For-32	For-32
Camden, N. J.	War-all	Ind-32	War-32; Ind-2	War-32; Ind-1	Ind-32; War-2
Erie, Pa.	War-all	Ind-all	War-32	War-31; Ind-32	War-32
Wichita, Kans.	For-all	For-all	For-31; Ind-1	For-32	For-37; Ind-1
Knoxville, Tenn.	Par-all	Par-all	Par-32; Ind-1	Par-32	Par-32
Wilmington, Del.	War-17	Ind-all	War-32	Low-32; War-4	War-32

306

Reading, Pa.	War-16; Ind-2	Ind-all but 1; Low-1	Ind-32	Low-32; Ind-3	Ind-32
Tampa, Fla.	Ind-16	Par-all	Par-32	Par-32	Par-32; Ind-1
Sacramento, Calif.	For-11; Ind-6	For-all	For-32; Ind-1	For-32	For-32; Ind-2
Peoria, Ill.	Par-all	Par-all	Par-32	Par-32	Par-32
South Bend, Ind.	Par-19	Par-all	Par-32	Par-32	Par-substantially all
Lowell, Mass.	Par-all	Par-all	Par-32	Par-32	Lowell Theatre Corp-32
Utica, N. Y.	War-all	Ind-all	War-31; Ind-1	War-32	War-32
Charlotte, N. C.	Par-18; Ind-1	Par-all	Par-32	Par-32	Par-32
Duluth, Minn.	Par-all	Par-all	Par-32	Par-32	Ind-32
Baltimore, Md.	War-16; Ind-4	Ind-32; Low-1	War-7; Ind-24	Low-32	Ind-37
St. Louis, Mo.	Ind-all	Ind-all	Ind-31	Low-32	Ind-32
Indianapolis, Ind.	Ind-16; RKO-3	Ind-all	Ind-32	Low-32	Ind-32
Louisville, Ky.	Ind-18	Ind-all	Ind-32	Low-32	Ind-32
Toledo, Ohio	Par-7; Ind-11	Par-all but 1; Low-1	Par-32	Low-32	Ind-32
Providence, R. I.	Ind-all	Ind-all	Ind-32	Low-32	RKO-32; Ind-1
Akron, Ohio	War-17; Low-2	Ind-all but 2; War-1; Low-1	Low-16; Ind-16	Low-32	War-18; Ind-30
Nashville, Tenn.	Ind-all	Ind-all	Ind-32	Low-37; Ind-2	Low-4; Ind-30
Tulsa, Okla.	Ind-all	Ind-all	Ind-32	Ind-32	Ind-32
Kansas City, Kans.	Ind-all	For-all	Ind-31	For-32	For-32; Ind-18
Ft. Wayne, Ind.	Ind-all	Ind-34	Ind-32	Ind-32	Ind-32
Fall River, Mass.	Ind-3	Ind-all	Ind-30	Ind-32	Ind-32
Cambridge, Mass.	Ind-18	Par-all	Par-30; Ind-1	Par-32	Par-14; Ind-34
Gary, Ind.	Par-all	Ind-all	Par-31	Par-32	Ind-32
New Bedford, Mass.	Ind-all	Ind-all	Par-32	Par-17; Ind-18	Ind-37
Elizabeth, N. J.	War-all	Skegus-all	War-31	War-32	War-32; Ind-3
Canton, Ohio	War-all	War-1; Ind-34	Low-32	Low-32	Ind-32
Tacoma, Wash.	Ind-19	Ind-all	Ind-32	Ind-32	Ind-32
Somerville, Mass.	Par-all	Par-all	Par-31	Par-32	Par-32; Ind-3

307

State and city	Number of affiliated theatres playing first run	Product played by affiliated first-run theatres in cities where both affiliated and independent theatres operate	Number of independent theatres playing first run	Product played by independent first-run theatres in cities where both affiliated and independent theatres operate	State and city	Number of affiliated theatres playing first run	Product played by affiliated first-run theatres in cities where both affiliated and independent theatres operate	Number of independent theatres playing first run	Product played by independent first-run theatres in cities where both affiliated and independent theatres operate
Alabama:					Connecticut—Con.				
Anniston.....	2		0		Meriden.....	2	Col-Fox-Loew-Par-RKO-UA.	1	RKO-Warner-Univ.
Gadsden.....	0		2		Middletown.....	0		2	
Mobile.....	4	Col-Fox-Par-RKO-Warner.	2	UA-Loew-Univ.	New Britain.....	2	UA-Col-Fox-Loew-Par-RKO-Warner-Univ.	1	RKO.
Montgomery.....	3		0		New London.....	2		0	
Tuscaloosa.....	2		0		Norwalk.....	2		0	
Arizona:					Stamford.....	0		0	
Phoenix.....	4		0		Torrington.....	2		0	
Tucson.....	2		0		Waterbury.....	2		0	
Arkansas:					West Hartford Town.....	1		0	
Fort Smith.....	3		0		West Haven Town.....	0		1	
Little Rock.....	4		0		Florida:				
California:					Miami Beach.....	2	UA-Loew-RKO-Warner-Par.	1	Fox-Univ-Col.
Alameda.....	0		3		Orlando.....	2		0	
Alhambra.....	4		0		Pensacola.....	2	Col-Fox-Par-RKO-Warner.	1	Loew-Univ-UA.
Bakersfield.....	4		0						
Belvedere.....	2		0						
Township.....									
Berkley.....	3	Col-Fox-Loew-Par-RKO-Warner-UA.	1	Columbia-Univ.					

Beverly Hills.....	4		0		St. Petersburg.....	2	Loew-Fox-RKO-Univ-UA-Par.	1	Warner.
Burbank.....	0		4		West Palm Beach.....	3		0	
Fresno.....	4		0		Georgia:				
Glendale.....	4	UA-Col-Fox-Loew-Par-RKO-Warner-Univ.	1	RKO.	Augusta.....	4		0	
Huntington Park.....	2		0		Columbus.....	3		0	
Inglewood.....	4		0		Macon.....	2		0	
Pasadena.....	0		0		Rome.....	0		0	
Riverside.....	4		0		Savannah.....	3		0	
San Bernardino.....	3		0		Idaho:				
San Jose.....	2	UA-Col-Fox-Loew-Par-RKO-Warner-Univ.	2	Columbia-RKO.	Boise City.....	2	UA-Fox-Loew-Par-Warner-Univ.	1	Col-RKO.
Santa Ana.....	2	UA-Col-Fox-Loew-Par-RKO-Warner-Univ.	2	RKO.	Illinois:				
Santa Barbara.....	4		0		Alton.....	2		0	
Santa Monica.....	1	Fox-Loew-Par-RKO-UA.	2	Col-RKO-Warner-Univ.	Aurora.....	3		0	
South Gate.....	0		3		Belleville.....	1	Fox-Loew-Par-RKO-UA.	2	Col-Warner-Univ.
Stockton.....	3	Fox-Loew-Par-RKO-Warner-UA.	1	Columbia-Univ.	Berwyn.....	1	Col-UA-Fox-Loew-RKO-Warner-Univ-Par.	2	RKO.
Colorado:					Bloomington.....	2		0	
Colorado Springs.....	2	Fox-Loew-Univ-Par.	2	RKO-Col-War-UA.	Cicero.....	0		2	
Pueblo.....	2	Fox-Loew-Univ-Par.	2	RKO-Col-War-UA.	Danville.....	2		0	
Connecticut:					Decatur.....	2		0	
Bristol.....	2		0		East St. Louis.....	1		0	
					Elgin.....	3		0	
					Evanston.....	2	UA-Par-Fox-RKO-Warner.	1	Loew-RKO.
					Galesburg.....	2		0	
					Joliet.....	3		0	

See footnotes at end of table.

State and city	Number of affiliated theatres playing first run	Product played by affiliated first-run theatres in cities where both affiliated and independent theatres operate	Number of independent theatres playing first run	Product played by independent first-run theatres in cities where both affiliated and independent theatres operate	State and city	Number of affiliated theatres playing first run	Product played by affiliated first-run theatres in cities where both affiliated and independent theatres operate	Number of independent theatres playing first run	Product played by independent first-run theatres in cities where both affiliated and independent theatres operate
Illinois—Con.					Kentucky—Con.				
Maywood	0		2		Paducah	0		3	
Moline	2	Fox-Loew-Par-Warner-Univ-UA	1	Col-RKO-Warner	Louisiana				
Oak Park	2		0		Alexandria	2	Fox-War-Par-Col-RKO	1	UA-Univ-Loew
Quincy	2		0		Baton Rouge	2	Col-Fox-Par-RKO-Warner	1	Loew-Univ-UA
Rockford	3	Col-Par-RKO-Loew-Fox-Univ	1	UA-War	Monroe	2	Col-Fox-Par-RKO-Warner	1	Loew-Univ-UA
Rock Island	2	Fox-Loew-Par-Warner-UA	1	Col-RKO-Warner	Shreveport	4	Col-Fox-Par-RKO-Warner	1	Loew-Univ-UA
Springfield	2	Fox-Loew-Par-UA-RKO	3	Col-Warner-Univ	Maine				
Waukegan	3		0		Bangor	2	UA-Fox-Loew-Par-RKO-Warner-Univ	1	Col
Indiana					Lewiston				
Anderson	0		2		Portland	1	Loew-Par-Warner-UA	2	Col-Fox-Loew-RKO-Univ
East Chicago	0		2		Maryland				
Elkhart	0		2		Cumberland	0		4	
Kravisville	2	Col-Par-Fox-Loew-Univ-UA	2	RKO-Warner	Hagerstown	2	Loew-Fox-Par-RKO-Warner-UA	1	Col-Fox-Universal
Hammond	2	Col-Par-Fox-Loew-RKO-Warner-Univ-UA	1	RKO					

310

Kokomo	0		3	
La Fayette	0		4	
Marion	2		0	
Michigan City	0		2	
Minawaka	0		2	
Muncie	0		2	
New Albany	0		2	
Richmond	0		2	
Terre Haute	0		4	
Iowa				
Burlington	3		0	
Oeder Rapids	3		0	
Clinton	2	Warner-Par-Fox-Univ-RKO-Loew-Col	1	UA
Council Bluffs	1	Par-Fox-RKO-Warner-Univ	2	Col-Loew-RKO-UA
Davenport	3		0	
Dubuque	3		0	
Mason City	3		0	
Ottumwa	2		0	
Sioux City	3		0	
Waterloo	3	UA-Col-Fox-Loew-Par-RKO-Univ	1	Warner
Kansas				
Hutchinson	3		0	
Topeka	3		0	
Kentucky				
Ashland	0		2	
Covington	0		4	
Lexington	0		3	
Newport	0		1	
Owensboro	4		0	

See footnotes at end of table.

Massachusetts				
Arlington town	1	Univ-Loew-Fox-Par-RKO-Warner	1	Col-RKO
Belmont town	0		1	
Beverly	0		2	
Brockton	1	Fox-Loew-Par	2	UA-Col-RKO-War-Univ
Brookline town	0		2	
Chabes	1	Univ-Fox-Loew-Par-RKO-War	1	Col
Chicopee	1	Fox-Loew-Par-RKO-Warner	1	Col-Univ
Everett	1	UA-Fox-Loew-RKO-Warner-Univ	1	Col-Fox-Par
Fitchburg	2		0	
Haverhill	2	Par-Loew-War-RKO-Fox	1	Univ-UA-Col
Holyoke	2	Par-Loew-War-RKO-Fox	1	Univ-UA-Col
Lawrence	2	War-Col-Loew-Par-RKO-Univ	1	UA-Fox
Lynn	2	RKO-Loew-UA-War-Fox-Par	1	Univ-Col
Malden	0		4	
Medford	0		2	
Melrose	0		1	
Newton	1		0	
Pittsfield	2	Par-Loew-War-RKO-Fox	1	Univ-UA-Col
Quincy	0		2	

311

First-run theatres affiliated with producer-exhibitor defendants and independent first-run theatres in cities with populations of 25,000 to 100,000 and product played by such theatres in cities where both operate, 1943-1944—Continued

State and city	Number of affiliated theatres playing first run	Product played by affiliated first-run theatres in cities where both affiliated and independent theatres operate	Number of independent theatres playing first run	Product played by independent first-run theatres in cities where both affiliated and independent theatres operate	State and city	Number of affiliated theatres playing first run	Product played by affiliated first-run theatres in cities where both affiliated and independent theatres operate	Number of independent theatres playing first run	Product played by independent first-run theatres in cities where both affiliated and independent theatres operate
Massachusetts—Con.					New Jersey—Con.				
Revere.....	0		2		East Orange.....	3	Col-Fox-Loew-RKO-Warner.	1	Fox-Loew-Par.
Salon.....	0		0		Garfield.....	0		1	
Taunton.....	2		0		Hackensack.....	3		0	
Waltham.....	2		0		Hoboken.....	1		0	
Watertown.....	0		1		Irlington.....	2	Par-UA-Col-Fox-Loew-RKO-Warner-Univ.	1	RKO.
Michigan:					Kearny.....	2		0	
Ann Arbor.....	3		0		Montclair.....	3		0	
Battle Creek.....	5		0		New Brunswick.....	2	Par-Fox-Loew-RKO-Warner-Univ.	1	Col-Warner-UA.
Bay City.....	2		0		North Bergen Township.....	1		0	
Dearborn.....	0		2		Orange.....	3	Par-UA-Col-Fox-Loew-RKO-Univ-War.	1	RKO.
Hamtramck.....	0		3		Pasadena.....	5	Par-Fox-Loew-RKO-Warner-Univ-UA.	1	Col-RKO.
Highland Park.....	0		2						
Jackson.....	2		0						
Kalamazoo.....	6		0						
Lansing.....	2		0						
Shkragon.....	3		0						
Pontiac.....	5		0						
Fort Huron.....	2		0						
Royal Oak.....	0		2						
Saginaw.....	3		0						
Wyandotte.....	0		3						

Minnesota:					Fort Amby.....	0		4	
Rochester.....	3		0		Plainfield.....	0		3	
Mississippi:					Tenack Township.....	1		0	
Jackson.....	3	Fox-Par-RKO-Warner-Col.	2	Loew-Univ-UA.	Union City.....	3		0	
Maryland:					West New York.....	0		2	
Meridian.....	3	Fox-Par-RKO-Warner-Col.	2	Loew-Univ-UA.	West Orange.....	0		2	
Missouri:					Woodbridge Township.....	0		1	
Joplin.....	2		0		New Mexico:				
St. Joseph.....	0		2		Albuquerque.....	3		0	
Springfield.....	2		0		New York:				
University City.....	0		2		Amsterdam.....	0		2	
Montana:					Auburn.....	0		3	
Butte.....	3	Col-Fox-Loew-Par-RKO-UA.	1	Warner-Univ.	Binghamton.....	0		4	
Nebraska:					Elmira.....	2	Par-Loew-RKO-Warner-Univ-UA.	1	Col-Fox-Loew.
Lincoln.....	3	Par-Fox-Loew-Warner-Univ.	3	Col-RKO-Warner-UA.	Jamestown.....	2		0	
New Hampshire:					Kingston.....	0		3	
Concord.....	2		0		Mount Vernon.....	2		0	
Manchester.....	0		4		Newburgh.....	2		0	
Nashua.....	0		2		New Rochelle.....	2		0	
New Jersey:					Niagara Falls.....	1	Warner-Par-UA.	3	Univ-Col-Fox-Loew-RKO-War.
Atlantic City.....	7	Par-Col-Fox-Loew-RKO-Warner-UA.	2	Fox-RKO-Univ.	Poughkeepsie.....	2		0	
Bayonne.....	4	Par-Fox-Loew-RKO-Warner-Univ.	1	Par-Col-Fox-Loew-UA.	Rome.....	0		2	
Belleville.....	1		0		Schenectady.....	2		0	
Bloomfield.....	2		0		Troy.....	4		0	
Clifton.....	0		2		Watertown.....	0		3	
					White Plains.....	2		0	

First-run theatres affiliated with producer-exhibitor defendants and independent first-run theatres in cities with populations of 85,000 to 100,000 and product played by such theatres in cities where both operate, 1943-1944—Continued

State and city	Number of affiliated theatres playing first run	Product played by affiliated first-run theatres in cities where both affiliated and independent theatres operate	Number of independent theatres playing first run	Product played by independent first-run theatres in cities where both affiliated and independent theatres operate	State and city	Number of affiliated theatres playing first run	Product played by affiliated first-run theatres in cities where both affiliated and independent theatres operate	Number of independent theatres playing first run	Product played by independent first-run theatres in cities where both affiliated and independent theatres operate
North Carolina:					Pennsylvania—Con.				
Asheville	3	UA-Col-Fox-Loew-Par-RKO-Warner-Univ.	1	RKO.	Harrisburg	3		3	
Durham	3		0		Haverford Township	0		2	
Greensboro	3		0		Hazleton	3	UA-Loew-Par-RKO-Warner-Univ.	0	
High Point	4		0		Johnstown	3	UA-Loew-Par-RKO-Warner-Univ.	1	Col-Fox-Par.
Raleigh	4		0		Lancaster	3	UA-Par-Col-Loew-RKO-Warner-Univ.	1	Par-Loew-Par.
Rocky Mount	3		0		Lebanon	3	Col-Fox-Loew-RKO-Warner-Univ.	2	Par-UA.
Wilmington	2		0		Lower Merion Township	1	Fox-Loew-RKO-Univ.	3	Col-Fox-Loew-Par.
Winston-Salem	4		0		McKeesport	3	Loew-Par-RKO-Warner-UA.	3	Col-Fox-Par-Univ.
North Dakota:					New Castle	0		3	
Fargo	2		0		Norristown	0		4	
Ohio:					Sharon	2		0	
Cleveland	0		2						
Heights	0		2						
East Cleveland	0		2						
Elvira	0		2						
Hamilton	2		0						
Lakewood	0		2						

314

Lima	2	UA-Loew-RKO-Warner-Univ-Par.	0	Col-Fox.	Upper Darby Township	2		0	
Lorain	1	UA-RKO-Warner-Par.	2	Col-Fox-Loew-RKO-Univ.	Washington	2	Loew-RKO-Par-War-Fox-UA.	1	Univ-Col.
Mansfield	2		0		Wilkes-Barre	4		0	
Marion	2	Par-Col-Loew-RKO-Univ-UA.	1	Fox-Warner.	Wilkinsburg	3		0	
Mason	1	Loew-RKO-Warner-Par-UA.	2	Col-Fox-Loew-RKO-Univ.	Williamsport	2	Par-Col-Fox-RKO-Warner-Univ.	1	Loew-RKO-UA.
Middletown	2		0		York	3	Par-Col-Loew-RKO-Warner-Univ-UA.	1	Fox.
Newark	0		2		Rhode Island:				
Norwood	0		2		Central Falls	0		2	
Portsmouth	2		0		Cranston	0		2	
Springfield	2		0		East Providence	0		1	
Steuersville	1	Loew-RKO-Warner-UA.	2	Col-Fox-Loew-Par-RKO-Univ.	Newport	1	Loew-Par.	2	UA-Col-Fox-RKO-War-Univ.
Warren	0		4		Pawtucket	1	Loew-Par-RKO.	2	UA-Col-Fox-RKO-War-Univ.
Zanesville	0		3		Warwick	0		2	
Oklahoma:					Woonsocket	1	Loew-Par-RKO-Warner.	1	UA-Col-Fox-RKO-Univ.
Enid	0		3		South Carolina:				
Muskogee	0		1		Charleston	0		4	
Oregon:					Columbia	0		0	
Salem	2		0		Greenville	2		0	
Pennsylvania:					Spartanburg	3		0	
Alliquippa	2		0		South Dakota:				
Allentown	0		6		Sioux Falls	2	Fox-Loew-Par-War-UA.	2	Col-RKO-Univ.
Altos	0		4						
Bethlehem	0		0						
Chester	3	UA-Par-Col-Loew-RKO-Warner-Univ.	1	Fox-Loew-RKO.					
Easton	0		3						

315

First-run theatres affiliated with producer-exhibitor defendants and independent first-run theatres in cities with populations of 25,000 to 100,000 and product played by such theatres in cities where both operate, 1943-1944—Continued

State and city	Number of affiliated theatres playing first run	Product played by affiliated first-run theatres in cities where both affiliated and independent theatres operate	Number of independent theatres playing first run	Product played by independent first-run theatres in cities where both affiliated and independent theatres operate	State and city	Number of affiliated theatres playing first run	Product played by affiliated first-run theatres in cities where both affiliated and independent theatres operate	Number of independent theatres playing first run	Product played by independent first-run theatres in cities where both affiliated and independent theatres operate
Tennessee: Johnson City ¹	3	Col-Par-Fox-Loew-RKO-War-Univ-UA	1	Fox-Warner	Washington: Bellingham	3	Fox-Loew-Par-RKO-Warner-UA	1	Col-Warner-Univ
Texas: Abilene	3		0		Everett	3		0	
Amarillo	4	UA-Col-Fox-Loew-Par-RKO-War-Univ	1	RKO	Fortuna	0		0	
Austin	3		0		West Virginia: Charleston	2	UA-Col-Par-RKO-Warner-Univ	2	Fox-Loew-RKO
Beaumont	4		0		Chickasaw	1	UA-Fox-Loew-RKO-Warner-Univ	2	Col-Fox-Loew-Par-RKO
Corpus Christi	0		3		Huntington	2	Par-Loew-War-RKO-Fox-Univ	1	UA-Col
El Paso	4	UA-Col-Fox-Loew-Par-RKO-War-Univ	1	RKO	Parsonsburg	2		0	
Galveston	3		0		Wheeling	1	Loew-Par	0	
Laredo	0		3					0	UA-Col-Fox-Loew-Par-RKO-Warner-Univ
Lubbock	0		2		Wisconsin: Appleton	2	UA-Col-Fox-Loew-Par-RKO-War-Univ	1	RKO
Port Arthur	3		0						
San Angelo	0		3						
Tyler	3		0						

316

Waco	4	UA-Col-Fox-Loew-Par-RKO-War-Univ	1	RKO	Bellevue	0		2	
Wichita Falls	3		0		East Chaire	3		0	
Utah: Ogden	4		0		Fond du Lac	2		0	
Vermont: Burlington	2	UA-Fox-Loew-Par-RKO-Warner	1	Col-RKO-Univ	Green Bay	1	Loew-Par-War-Col-RKO-Univ	2	Col-RKO-Loew-Fox-UA
Virginia: Alexandria	0		4		Kenosha	2		0	
Arlington	0		3		La Crosse	2	Col-Fox-Par-UA	2	Loew-RKO-Warner-Univ
Danville	3		0		Madison	4		0	
Lynchburg	2		0		Oakbrook	2		0	
Newport News	3	Par-Loew-RKO-Warner-Univ	2	Col-Fox-Warner-UA	Racine	2		0	
Petersburg	0		4		Sheboygan	2		0	
Portsmouth	0		4		Superior	2	Fox-Loew-Par-Warner-UA	1	RKO-Univ-Col
Roanoke	0		0		Waukegan	2		0	
					West Allis	1	UA-Col-Fox-Par-RKO-War-Univ	1	RKO

317

¹ Columbia claims this is "not a town."
² Information for these cities on Columbia derived from C-6.
³ Loew did not provide data on this town.
⁴ Universal did not play.
⁵ United Artists did not play.
⁶ Warner had no record of playing.

Source: Defendants' Answers to Interrogatories 6 to 11, 1945 and theatre lists Fox, Exs. 49 and 51; Loew, Ex. 57; Paramount, Ex. 52; RKO, Ex. 54; Warner, Ex. 123; Columbia, Ex. 125; United Artists, Ex. 126; Universal, Ex. 245. Theatre Lists: Fox, Exs. 140, 240; Loew, Ex. 163; Paramount, Exs. 161, 162, 302; RKO, Exs. 145 and 146; Warner, Exs. 160, 157.

3. For all films released by Columbia in cities over \$25,000 during seasons 1936-37 through 1943-44 (Ex. C-7, R. 1254.)

COLUMBIA'S FIRST FILM ACCOUNTS IN CITIES OVER \$25,000

1936-37



REVENUE

PAID

COLUMBIA'S FIRST RUN ACCOUNTS
IN CITIES OVER 100,000*
1938-39



* U.S. CENSUS OF 1940

SCALE 1" = 5

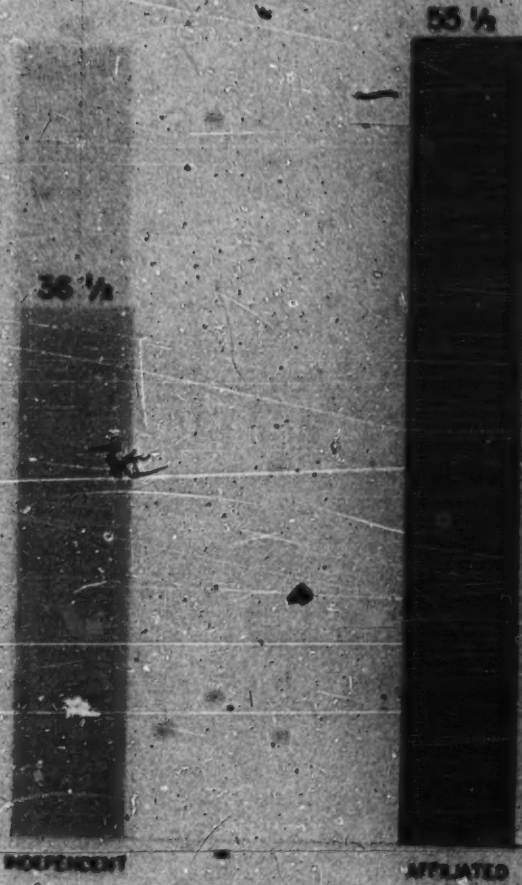
COLUMBIA'S FIRST RUN ACCOUNTS
IN CITIES OVER 100,000*
1939-40



* CENSUS OF 1940

SCALE 1" = 5

COLUMBIA'S FIRST RUN ACCOUNTS
IN CITIES OVER 100,000*
1940-41



* 1940 - CENSUS OF 1940

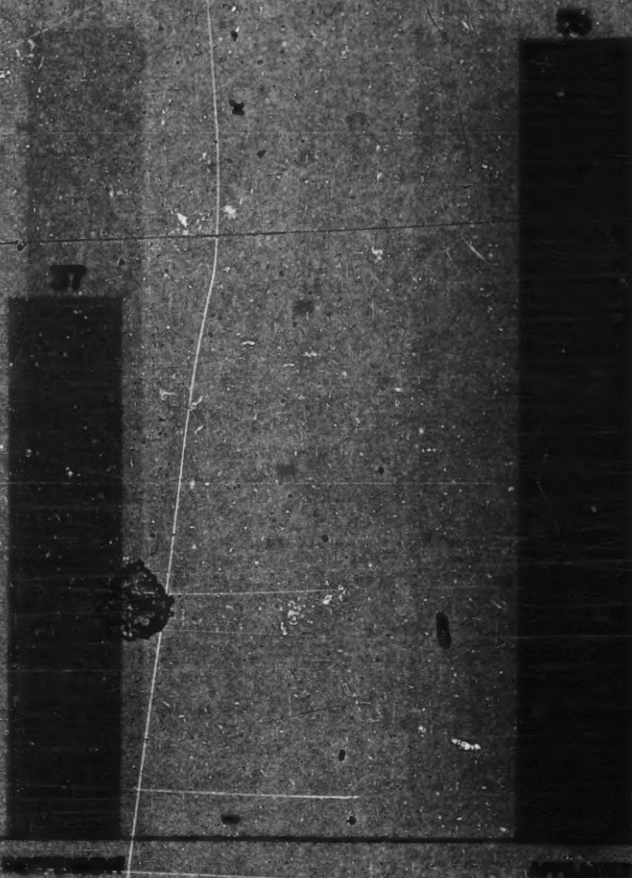
SCALE 1" = 1

COLUMBIA'S FIRST RUN ACCOUNTS
IN CITIES OVER 100,000*
1941-42



OF 1942

COLUMBIA'S FIRST RUN ACCOUNTS
IN CITIES OVER 100,000¹
1942-43



1 - REVENUE OF 1942

SCALE 1" = 1

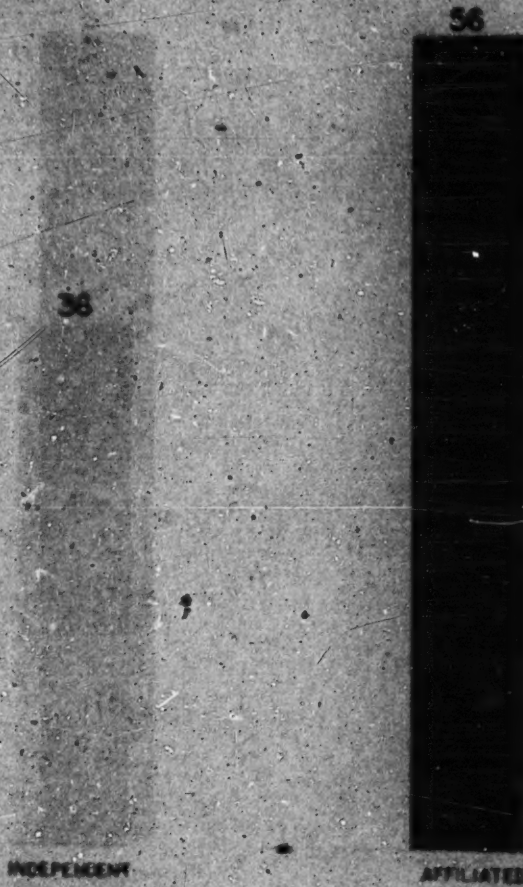
COLUMBIA'S FIRST RUN ACCOUNTS IN CITIES OVER 100,000*

1943-44



* CENSUS OF 1940

COLUMBIA'S FIRST RUN ACCOUNTS
IN CITIES OVER 100,000*
1944-45



*92 - CENSUS OF 1940

SCALE 1 IN 8

I. List of All First Run Theatres in the 92 Cities in the United States Having a Population of 100,000 and Over; Offered by Defendant Loew (Ex. L-13, R. 1678).

Theatre	Operator	Number of Seats
Akron, Ohio:		
Colonial	Blue Theatre Corp.	1,750
Strand	Warner Bros.	1,145
Loew's	Loew's, Inc.	2,000
Palmer	Harry Katz	2,000
Albany, N. Y.:		
Palmer	Palmer	2,500
Strand	Warner	1,500
Grand	Palmer	1,500
Ritz	Warner	1,154
Lehnd, same first run	do	1,250
Atlanta, Ga.:		
P	Public Loews and Jenkins	4,000
Paramount	do	2,000
Capital	do	2,100
Roxey	do	2,000
Loew's Oxford	Loew's, Inc.	2,001
Rialto	W. T. Murray	900
Rhodes, M. O. from Grand and first run	Loews & Jenkins	700
Baltimore, Md.:		
New	Morris Mechanics	1,100
Loew's Century	Loew's, Inc.	2,004
Loew's Valencia, first run and M. O.	do	1,000
Keith's	L. Schenberger	2,000
Hippodrome	I. Rappaport	2,200
Mayfair	Mrs. C. W. Hicks	900
Stanley	Warner Bros.	3,257
Litth (revival)	Mrs. C. W. Hicks	200
Birmingham, Ala.:		
Alabama	Public-Willby	2,500
Lyric-M. O. from Alabama	do	1,375
Ritz	do	1,400
Strand	do	700
Empire	Frank Merrill	924
Boston, Mass.:		
Metropolitan	M. & F.	4,200
Paramount	do	1,700
Verway	do	1,575
Loew's State	Loew's, Inc.	2,500
Loew's Orpheum	Loew's, Inc.	2,000
KKO Boston	KKO	2,225
KKO Myriad	do	2,000
Transit	Interstate	700
Majestic	Brands	1,000
Bridgport, Conn.:		
Loew's Pull	Loew's, Inc.	2,411
Loew's Majestic	do	2,200
Loew's Globe	do	1,000
Loew's Lyric	do	2,100
Warner	Warner Circuit	1,432
Merritt	do	977

I. List of All First Run Theaters in the 92 cities in the United States Having a Population of 100,000 and Over Offered by Defendant Loew (Ex. L-13)—Continued

Theatre	Operator	Number of Seats
Buffalo, N. Y.:		
Shea's Buffalo	Loew's Inc.	3,498
Great Lakes	do	3,032
Hippodrome	do	2,069
28th Century	Buffalo 28th Century, Inc.	3,042
Lafayette	Bass Brothers	2,988
Cambridge, Mass.:		
Centraflo	M & P	2,123
University	S. Sumner	1,899
Camden, N. J.:		
Savoy	Sam Varshaw	1,800
Grand	Warner Bros.	903
Stanley	do	2,253
Canton, Ohio:		
Palace	Interstate Thea., Inc. (A. G. Constant)	1,877
Ohio	Warner Bros.	818
Loew's	Loew's Inc.	3,126
Charlotte, N. C.:		
Carolina	Charlotte Amus. Co. (Wilby-Kinney)	1,406
Imperial	Strand Theatres, Inc. (Wilby-Kinney)	946
Broadway	Charlotte Amus. Co. (Wilby-Kinney)	1,103
Chattanooga, Tenn.:		
Tivoli	Publix-Wilby	1,798
State	do	859
Chicago, Ill.:		
McVicker's	J. Jones	2,372
Apollo	B & K	1,340
Chicago	do	4,000
Garrick	do	997
Wood's	Kearney	1,072
Oriental	Costello	3,188
Roosevelt	B & K	1,835
State-Lake	do	2,700
United Artists	do	1,664
Palace	RKO	2,400
Grand	do	1,200
World Playhouse	J. Vicedomini	480
Cincinnati, Ohio:		
Palace	RKO Midwest Corp.	2,616
Albee	do	3,043
Capitol	do	2,000
Lyric	do	1,092
Shubert	do	2,100
Keith	do	1,600
Family	do	1,010
Grand	do	1,430
Cleveland, Ohio:		
State	Loew's, Inc.	3,437
Stillman	do	1,848
Ohio	do	1,305
Hippodrome	Warner Bros.	3,408
Lake	do	800
Palace	RKO Theatres	3,193
Allen	do	3,004

I. List of All First Run Theaters in the 92 cities in the United States Having a Population of 100,000 and Over Offered by Defendant Loew (Ex. I-13)—Continued

Theatre	Operator	Number of Seats
Columbus, Ohio:		
Palace	B. F. Keith Col. Corp.	3,000
Grand	do	1,300
Ohio	Loew's J. A. Col. Corp.	3,079
Broad	do	2,347
Dallas, Tex.:		
Majestic	Interstate Theatres	2,147
Palace	do	2,332
Capitol	do	1,082
Elkato—some 2d run	do	1,313
Meiba—1st run & Holdover	do	1,841
Tower	do	1,295
Dayton, Ohio:		
Keith	RKO Midwest Corp.	2,098
Colonial	do	1,676
State	do	1,006
Victory	William Keyes	1,414
Loew's	Loew's Theatres, Inc.	2,304
Denver, Colo.:		
Denver	Fox Greater Theatres	2,512
Paramount	do	2,076
Esquire	do	742
Aladdin, 1st run M. O.	do	1,432
Rialto, 1st run M. O.	do	873
Denham	Denham Theatre, Inc.	1,735
Orpheum	Coko-Orpheum (RKO & Loew's)	2,896
Des Moines, Iowa:		
Des Moines	Tri-States	1,700
Paramount	do	2,000
Roosevelt	do	900
Orpheum	RKO	1,632
Detroit, Mich.:		
Fox	Fox Michigan Corp.	5,045
Adams	Adams Amusement Co.	1,770
Michigan	United Detroit Theat.	1,038
United Artists	do	2,070
Palm State	do	2,000
Broadway Capitol	do	2,448
Downtown	Downtown Amus. Co.	2,880
Duluth, Minn.:		
Norshor	Minnesota Amus. Co.	1,302
Garryck	do	989
Granada	E. A. Blackmore	980
Lyrie	Minnesota Amus. Co.	1,023
Elizabeth, N. J.:		
Ritz	Warner Bros.	2,809
Regent	do	2,481
Liberty	Abours	1,948
Erie, Pa.:		
Shea	Erie Amusement Co.	1,434
Warner	Warner Bros.	2,800
Colonial	Colonial Amus. Co.	900

I. List of All First Run Theaters in the 22 cities in the United States Having a Population of 100,000 and Over Offered by Defendant Loew (No. L-13)—Continued

Theatre	Operator	Number of Seats
Fall River, Mass.:		
Durbin	N. Yarnes	2,320
Centre	do	1,200
Empire	do	1,510
Flint, Mich.:		
Capitol	W. S. Butterfield Theatres	2,300
Regent	do	1,000
Palace	do	1,200
Garden	do	1,000
Fort Wayne, Ind.:		
Embroid	Harrison Theatre & Realty Co.	2,012
Paramount	do	2,000
Jefferson	do	1,357
Palace	do	1,000
Wayne	Pete Malher	871
Fort Worth, Tex.:		
Worth	Interstate Theatres	6,700
Hollywood	do	1,700
Palace	do	1,000
Gary, Ind.:		
Palace	Young & Boncher	2,032
Gary	do	800
State	Public-Of. States	1,200
Grand Rapids, Mich.:		
Majestic	W. S. Butterfield Theatres	1,200
Keith's	do	1,000
Regent	do	1,000
Center	do	1,170
Kent	do	1,000
Hartford, Conn.:		
Dow	Dow	1,200
Loew's Poli	Loew's Inc.	2,001
Loew's Palace	do	1,710
Allyn	M & P	1,000
E. M. Loew	E. M. Loew	1,201
Regal	Warner Circuit	1,000
State	Harries Bros	2,000
Strand	Warner Circuit	1,000
Houston, Tex.:		
Majestic	Interstate Theatres	2,300
Metropolitan	do	2,320
Kirby	do	1,000
Loew's State	Loew's Inc.	2,221
Indianapolis, Ind.:		
Circus	4th Ave. Amusement Co.	2,000
Indiana	do	2,121
Lyric	do	1,200
Loew's Palace	Loew's Inc.	2,400
Keith's	Keith's Operating Co.	1,271
Jacksonville, Fla.:		
Florida	Florida Theatres, Inc.	2,100
Palace	do	1,021
Arcade	do	1,115
Temple	do	800
St. Johns	St. Johns Operating Co.	900

1. List of All First Run Theaters in the 22 cities in the United States Having a Population of 100,000 and Over Offered by Defendant Loew (Ex. L-12)—Continued

Theatre	Operator	Number of Seats
Jersey City, N. J.:		
State	Stearns	2,200
Stanley	Warner Bros.	4,322
Loew's Journal Square	Loew's Inc.	2,187
Kansas City, Kans.:		
Granada	Fox Midwest Theat., Inc.	1,174
Electric	Electric Theatre Co.	1,800
Kansas City, Mo.:		
Uptown	Fox Midwest Theatres	2,043
Regaire	do	800
Fairway	do	700
Tower	do	2,000
Midland	Loew's Inc.	3,075
Newman	Paramount Kansas City Operating Corp.	1,800
Orpheum	Radio Keith Orpheum	1,800
Knoxville, Tenn.:		
Tennessee	Publics-Wilby	1,000
Riviera	do	800
Strand	do	800
Long Beach, Calif.:		
West Coast	Fox West Coast	2,110
United Artists	do	1,342
Imparia	do	801
Long Beach	do	1,104
State	Milt Arthur	1,342
Cabaret	do	800
Rivoli	do	1,342
Los Angeles, Calif.:		
Loew's State	Fox West Coast	2,300
Grauman's Chinese	do	2,000
Uptown	do	1,700
Carthay Circle	do	1,812
United Artists	do	2,400
Four Star	do	941
Fox Wilshire (Beverly Hills)	do	2,305
Ritz	do	1,370
Los Angeles	Fox Principal	2,300
Orpheum—1st run occasionally	do	2,307
Egyptian	Fox West Coast	2,000
RKO Hill Street	RKO Theaters	2,000
Pantages	do	2,012
Paramount	Milt Arthur	2,307
Paramount (Hollywood)	do	2,012
Warner Bros.	Warner Bros.	1,757
Warner Bros. (Hollywood)	do	2,700
Wiltern	do	2,344
Hawaii	Gordon & Shilton	1,000
Million Dollar	Harry Hopkins	2,100
Vogue	do	900
Pan-Pacific	do	800

1. List of All First Run Theaters in the 92 cities in the United States Having a Population of 100,000 and Over Offered by Defendant Loew (Ex. L-13) - Continued

Theatre	Operator	Number of Seats
Louisville, Ky.:		
Halto	4th Ave. Amusement Co.	2,064
Strand	do	1,865
Begun	do	1,007
Loew's United Artists	Loew's, Inc.	2,273
Mary Anderson	Peoples Theatre Co.	1,405
National	Not known—not connected with any def.	2,310
Lowell, Mass.:		
Strand	M & P	1,635
Merrimac Sq.	do	1,607
RKO Keith	RKO	1,607
Memphis, Tenn.:		
Strand	Malco Theatres, Inc.	1,200
Malco	do	2,000
Loew's Palace	Loew's Inc.	2,134
Loew's State	do	2,850
Warner	Warner Bros., Inc.	2,002
Miami, Fla.:		
Capitol	Wometco Theatres, Inc.	1,224
Miami	do	476
Paramount	Paramount Publix	1,796
Olympic	do	2,125
Milwaukee, Wisc.:		
Wisconsin	Fox-Wisconsin Amusement Corp.	2,500
Palace	do	2,362
Strand	do	1,301
Warner	Warner Bros.	2,420
Alhambra (and M. O.)	do	2,500
Riverside	do	2,000
Minneapolis, Minn.:		
Radio City	Minnesota Amusement Co.	4,024
State	do	2,380
Orpheum	do	2,810
Gopher	do	1,028
Asper	do	708
Century	do	1,004
Lyric	do	1,078
World	do	300
Nashville, Tenn.:		
Paramount	Crescent Amusement Co.	1,063
Knickerbocker	do	1,100
Princes	do	1,280
Loew's Vendome	Loew's Inc.	1,080
Newark, N. J.:		
Paramount	A. Adams	1,008
Adams	do	1,000
Proctor's Palace	RKO	2,303
Brayford	Warner's	2,008
Loew's State	Loew's Inc.	2,700

¹ Approximate.

1. List of All First Run Theaters in the 28 cities in the United States Having a Population of 100,000 and Over Owned by Defendant Loew (Ex. L-15)—Continued

Theatre	Operator	Number of Seats
New Bedford, Mass.:		
State	H. Zetis	1,700
Empire	do	1,738
New Bedford	do	1,328
Olympia	M & P	2,473
New Haven, Conn.:		
Loew's Poli	Loew's Inc	2,067
Loew's College	do	1,400
Loew's Bijou	do	1,400
Paramount	M & P	2,340
Roger Sherman	Warner Circuit	2,000
New Orleans, La.:		
Temple	Paramount-Richards	1,430
Tudor, first-run occasionally	do	700
Globe, first-run occasionally	do	822
Loew's State	Loew's Inc	2,200
Orpheum	Mart H. Singer	2,214
Liberty, first-run occasionally	do	3,200
Centre, first-run occasionally	Mrs. H. Lamerus	622
New York, N. Y.:		
Rexy	Rexy Theatre, Inc.	1,000
Globe	Brandt	1,300
Gotham	do	810
Rialto	Arthur Mayer	504
Music Hall	Radio City Music Hall Corp.	4,946
Capitol	Moredall Realty Corp.	4,000
Hollywood	Warner's	1,507
Strand	Stanley-Mark-Strand Corp.	2,000
Rivoli	The Biddle Realty Corp.	2,000
Paramount	Paramount Picture Theatres, Inc.	2,004
Loew's State	Loew's Inc	2,200
Criterion	Mason Amusement Corp.	1,020
Victoria	City Entertainment Corp.	700
Astor	City Investing Corp.	1,125
Republic	Brandt	1,200
Ambassador	Sittisky Bros.	1,118
Winter Garden		1,200
Norfolk, Va.:		
Norve	Fabian Theatres	1,200
Granby	do	1,000
Loew's State	Loew's Inc	2,067
Newport	Wm. S. Wilder	700
Colley	do	700
Centre	do	1,000
Oakland, Calif.:		
Fox	Fox West Coast	2,355
Paramount	do	2,404
Orpheum	do	2,001
Grand Lake (M. O.)	do	2,372
Franklin (M. O.)	do	812
T & D	Blumenfeld	2,800
Esquire	do	1,370
Roxy	do	1,075

I. List of All First Run Theaters in the 92 cities in the United States Having a Population of 100,000 and Over Offered by Defendant Loew (Ex. L-13)—Continued

Theatre	Operator	Number of Seats
Oklahoma City, Okla.:		
Criterion.....	Standard Theatres.....	1,320
Midwest.....	do.....	1,479
Liberty.....	do.....	1,500
Tower.....	do.....	919
Warner.....	do.....	2,000
State.....	T. B. Noble.....	1,000
Omaha, Neb.:		
Orpheum.....	Tri-State Theatre Corp.....	2,000
Paramount.....	do.....	2,770
Omaha.....	do.....	2,053
Brandeis.....	RKO.....	1,000
Paterson, N. J.:		
Fabian.....	Warner Bros.....	2,363
Garden.....	do.....	1,194
Rivoli.....	do.....	1,700
U. S.....	Adam Adams.....	1,480
Peoria, Ill.:		
Madison.....	Great States.....	1,730
Palace.....	do.....	1,620
Rialto (M. O. from Madison).....	do.....	1,605
Philadelphia, Pa.:		
Aldine.....	Warner Bros.....	1,287
Boyd.....	do.....	2,338
Capitol.....	do.....	503
Earle.....	do.....	2,764
Fox.....	do.....	2,423
Maestbaum.....	do.....	4,640
Stanton.....	do.....	1,430
Stanley.....	do.....	2,000
Erinanger.....	Win. Goldman.....	1,630
Studio.....	W. Goldberg.....	300
Pittsburgh, Pa.:		
J. P. Harris.....	J. P. Harris Theatre Corp.....	2,145
Harris-Senator.....	do.....	1,840
Fulton.....	Fulton-Shea Theatre Corp.....	1,800
Stanley.....	Warner Bros.....	3,780
Warner.....	do.....	1,919
Ritz.....	do.....	773
Loew's Penn.....	Loew's Inc.....	2,480
Barry.....	Varsity Amusement Co.....	1,800
Art Cinema.....	Morris Rubin.....	374
Portland, Oreg.:		
Paramount.....	Hamrick-Evergreen.....	2,006
Orpheum.....	do.....	1,233
Oriental.....	do.....	2,106
Playhouse.....	do.....	1,943
Music Box.....	do.....	901
Mayfair.....	do.....	1,801
Broadway.....	J. J. Parker Theatres.....	1,632
United Artists.....	do.....	895

1. List of All First Run Theaters in the 97 cities in the United States Having a Population of 100,000 and Over Offered by Defendant Loew (Ex. L-15)—Continued

Theatre	Operator	Number of Seats
Providence, R. I.:		
Majestic.....	E. Fay.....	2,392
Fay's.....	do.....	1,926
Carlton.....	do.....	1,439
Loew's State.....	Loew's, Inc.....	2,292
Strand.....	Ed Reed.....	1,500
Keith-Albee.....	RKO.....	2,202
Reading, Pa.:		
Embassy.....	Wilmer & Vincent.....	2,480
Ritz.....	do.....	1,228
Astor.....	Jay Emmanuel.....	2,485
Park.....	do.....	1,580
Warner.....	Warner Bros.....	1,228
Colonial.....	Loew's Inc.....	1,800
Richmond, Va.:		
Byrd.....	Morton Thalheimer.....	1,306
State.....	do.....	698
Capital.....	do.....	678
Loew's.....	Loew's Inc.....	2,198
National.....	Fallian Theatres.....	1,366
Colonial.....	do.....	1,500
Rochester, N. Y.:		
RKO Palace.....	B. F. Keith Corp. Monroe Amusements, Inc.....	2,941
Century.....	do.....	2,135
RKO Temple.....	do.....	1,466
Regent.....	do.....	1,582
Loew's Rochester.....	Loew's Inc.....	3,661
St. Louis, Mo.:		
Ambassador.....	Fanchon & Marco.....	3,000
Fox.....	do.....	5,000
Missouri.....	do.....	3,000
St. Louis.....	do.....	3,878
Shubert.....	do.....	1,560
Loew's State.....	Dayton Theatre Co.....	2,073
Loew's Orpheum.....	do.....	1,904
St. Paul, Minn.:		
Paramount.....	Minnesota Amus. Co.....	2,362
Orpheum.....	do.....	2,183
Strand.....	do.....	798
Tower.....	do.....	1,048
Riviera.....	do.....	1,306
World.....	Bergin Amus. Co.....	800
Salt Lake City, Utah:		
Centre.....	Intermountain Theatre.....	1,029
Utah.....	do.....	1,061
Capital.....	do.....	1,042
Studio (M. O.).....	do.....	285
Uptown.....	J. L. Lawrence Theatres.....	1,220
San Antonio, Tex.:		
Majestic.....	Interstate Theatres.....	2,709
Astee.....	do.....	2,428
Texas.....	do.....	2,704
Empire.....	do.....	1,488
Prince.....	do.....	844

1. List of All First Run Theaters in the 93 cities in the United States Having a Population of 100,000 and Over Offered by Defendant Loew (Ex. L-13)—Continued.

Theatre	Operator	Number of Seats
Sacramento, Calif.:		
Senator	Fox West Coast	2,041
Alhambra	do	1,979
Capitol	do	1,064
Tower	Blumenfeld	1,300
Esquire	do	1,000
Times	do	800
San Diego, Calif.:		
Fox	Fox West Coast	2,000
State	do	1,012
California	do	2,021
Adams	do	835
Orpheum	do	2,400
Mission	do	800
Balboa	do	1,800
Speakeasy	Low Metzer	2,000
Broadway	do	700
Tower	do	600
San Francisco, Calif.:		
Fox	Fox West Coast	4,651
Paramount	do	2,645
Warfield	do	2,672
St. Francis (1st run M. O.)	do	1,430
State (1st run M. O.)	do	2,032
Golden Gate	RKO	2,800
Orpheum	Blumenfeld	2,445
United Artists	do	1,300
Esquire	do	800
Tivoli	do	1,440
Sarasota, Fla.:		
Strand	Comertford-Publix	1,480
Comertford	do	1,800
Capitol	do	1,700
State	do	982
Seattle, Wash.:		
Fifth Avenue	Evergreen Theatres Corp. (Fox West Coast)	2,304
Paramount	do	2,500
Music Hall	do	2,282
Orpheum	do	2,700
Blue Mouse	do	848
Music Box	do	848
Palomar	J. Dans Circuit	1,330
Liberty	Jensen-Von Herberg Theaters	1,080
Somerville, Mass.:		
Broadway	A. F. Viano	950
Teele Sq.	do	800
Capitol	M & P	1,732
Ball Square	do	1,348
Somerville	A. F. Viano	700
South Bend, Ind.:		
Colfax	Great States	2,000
Palace	do	2,576
Granada	do	2,386

1. List of All First Run Theaters in the 92 cities in the United States Having a Population of 100,000 and Over Offered by Defendant Lomo (Ex. L-13)—Continued

Theatre	Operator	Number of Seats
Spokane, Wash.:		
Fox.....	Evergreen Theatres Corp. (Fox West Coast).	2,281
Orpheum.....	do.....	1,272
State.....	do.....	984
Granada.....	Howard Maffridge.....	900
Syracuse, N. Y.:		
RKQ Keith.....	S. K. E. Op. Corp., RKO Film Booking Corp.	2,548
Paramount.....	do.....	1,468
Eckel.....	do.....	1,408
Empire (Class B, 1st run).....	do.....	1,171
Loew's State.....	Loew's Inc.....	2,906
Loew's Strand (M. O.).....	do.....	1,620
Tucson, Wash.:		
Rosy.....	John Hamrick Theatres.....	1,329
Musio Box.....	do.....	1,580
Blue Moon.....	do.....	647
Rialto.....	Mrs. H. T. Moore & J. Ousley.....	1,100
Riviera.....	Mike Barovic.....	900
Tampa, Fla.:		
Tampa.....	Florida Theatres, Inc.....	1,261
Strand.....	do.....	1,061
Park.....	do.....	1,261
State.....	P. E. Gore.....	615
Toledo, Ohio:		
Paramount.....	Babson & Katz.....	2,406
Princess.....	do.....	940
Loew's Esquire.....	Loew's Inc.....	987
Granada.....	W. N. Skirball.....	1,274
Rivoli.....	do.....	2,474
Pantheon.....	do.....	922
Valentine.....	Loew's Inc.....	1,460
Trenton, N. J.:		
Mayfair.....	Hindinger.....	1,100
Stacy.....	do.....	790
Lincoln.....	RKO.....	2,342
Capitol.....	do.....	1,678
State.....	do.....	1,087
Trent (M. O. from Lincoln).....	do.....	1,120
Palace.....	do.....	1,126
Tulsa, Okla.:		
Ritz.....	Ralph Talbot.....	1,534
Orpheum.....	do.....	1,400
Majestic.....	do.....	904
Rialto.....	do.....	1,220
Utica, N. Y.:		
Avon.....	Warner Bros.....	1,567
Olympic.....	C. C. Gordon.....	1,200
Stanley.....	Warner Bros.....	2,968

1. List of All First Run Theaters in the 22 cities in the United States Having a Population of 100,000 and Over Offered by Defendant Loew (Ex. L-13)—Continued

Theatre	Operator	Number of Seats
Washington, D. C.:		
Loew's Palace	Loew's Inc.	2,252
Loew's Capitol	do	2,030
Loew's Columbia	do	1,210
Earle	Warner Bros.	2,240
Metropolitan	do	2,006
RKO Keith's	RKO	1,869
Little (Revivals)	Mr. Louis Miller	200
Wichita, Kans.:		
Miller	Fox Midwest Theaters	1,925
Orpheum	do	1,657
Palace	do	1,254
Wichita	do	920
Sandra	do	640
Wilmington, Del.		
Rialto	A. J. Belair	732
Aldine	Loew's, Inc.	1,735
Queen	Warner Bros.	1,440
Warner	do	1,781
Grand Opera House	do	1,222
Worcester, Mass.:		
Palace	Loew's Pool	2,420
Elm	do	2,344
Warner	Warner Bros.	1,300
Capitol	M & F	1,876
Yonkers, N. Y.:		
Proctor's	RKO	2,000
Loew's Yonkers	Loew's Inc.	2,610
Youngstown, Ohio:		
Warner	Warner-Shaa Pool	2,505
Paramount	do	1,528
Park	do	1,327
Palace	The Park Co (Ed Printzen)	2,260

J. TABULATIONS OFFERED BY DEFENDANTS SHOWING PROPORTIONS OF FILM RENTAL PAID BY THEIR THEATRES TO THEMSELVES, TO OTHER DEFENDANTS, AND TO INDEPENDENT DISTRIBUTORS, AND NUMBER AND SOURCE OF FILMS EXHIBITED IN SAID THEATRES

1. Loew:

(a) *Feature film license fees paid by Loew's metropolitan theatres for the fiscal years ending Aug. 31, 1931 to 1944 (Ex. L-8, R. 1674)*

	To Loew's		To Columbia		Paramount		R. K. O.		Republic	
	Rental	Percent of total	Rental	Percent of total	Rental	Percent of total	Rental	Percent of total	Rental	Percent of total
1944	\$1,736,436	30.3	\$1,187,111	12.4	\$1,861,260	18.9	\$145,734	1.6	\$140,173	1.6
1943	2,336,806	30.9	1,086,089	12.8	1,414,018	16.5	126,082	1.6	241,922	2.8
1942	2,708,439	30.8	612,780	12.3	1,366,236	20.0	126,652	1.9	96,266	1.4
1941	2,323,134	44.7	507,547	9.7	1,076,902	14.0	94,901	1.3	96,411	1.4
1940	2,807,076	48.4	786,187	9.6	1,222,660	16.1	114,820	1.5	87,309	1.2
1939	2,082,053	44.4	601,268	9.0	1,230,012	13.3	104,573	1.6	125,666	2.0
1938	2,627,082	36.1	704,219	10.2	1,408,012	20.2	134,546	2.1	126,602	1.9
1937	2,891,206	44.0	526,646	8.2	1,622,800	24.9	125,872	2.1	72,196	1.2
1936	2,777,571				2,519					
1935	1,270,411	30.2	212,536	7.5	827,840	19.5	104,942	2.5		
1934	1,686,220	32.9	72,866	1.5	962,919	20.5	104,264	2.2		
1933	1,511,631	36.1	111,942	2.8	967,518	22.8	84,189	2.0		
1932	1,962,124	41.9	218,114	4.6	1,368,662	28.8	22,764	.7		
1931	1,770,265	37.3	62,000	1.9	1,230,060	26.7	66,000	1.9		

See footnotes at end of table.

539

(Ex. L-8), continued

	20th Century Fox		United Artists		Universal		Warners		Miscellaneous		Total
	Rental	Percent of total	Rental	Percent of total	Rental	Percent of total	Rental	Percent of total	Rental	Percent of total	
1944	\$114,096	1.2	882,786	8.9	\$1,292,536	12.7	\$127,720	1.4	\$365,519	2.7	\$6,346,848
1943	136,176	1.6	1,267,782	14.8	766,997	9.3	182,834	1.5	11,443	.2	\$5,571,884
1942	140,938	2.1	744,257	10.8	610,314	8.9	127,735	2.0	7,703	.1	\$6,888,353
1941	114,682	1.6	1,304,512	18.0	408,804	5.7	147,441	2.3	28,642	.4	7,226,995
1940	166,800	2.0	1,065,947	12.8	398,500	5.0	137,388	1.7	85,514	1.2	7,871,881
1939	152,289	2.4	900,621	12.6	267,003	4.0	127,583	2.0	118,480	1.9	6,670,227
1938	173,688	2.6	1,361,816	18.3	199,088	2.9	162,462	2.3	108,545	1.6	6,900,918
1937	194,469	2.6	773,835	11.8	156,169	2.4	168,288	2.7	84,217	1.3	6,566,419
1936 ¹	12,750										392,840
1935	131,632	3.2	700,582	16.7	126,134	3.0	617,376	14.7	98,000	2.3	4,186,915
1934	26,474	.6	571,357	12.1	69,519	1.5	1,086,719	22.7	141,161	3.0	4,706,620
1933	86,516	2.1	312,073	7.6	39,640	1.0	796,809	19.1	230,314	5.8	4,183,082
1932	229,849	4.0	448,249	8.5	42,122	1.0	354,951	11.6	141,895	3.2	4,784,010
1931	239,275	5.0	794,318	14.6	46,080	1.0	311,285	6.6	944,000	5.1	4,786,201

¹ Year 1936: No feature film license fees paid by the Metropolitan theatres are included for this year.
² Capital Theatre only.

NOTE.—Each figure listed above represents film rental paid for features exhibited within the respective fiscal years.

(b) Feature film license fees paid by all Loew theatres in United States (including Buffalo theatres) for the fiscal years ending Aug. 31, 1931, to 1944 (Ex. L-9, R. 1679)

Year	To Loew's		To Columbia		Paramount		R. K. O.		Republic	
	Rental	Percent of total	Rental	Percent of total	Rental	Percent of total	Rental	Percent of total	Rental	Percent of total
1944	\$9,273,310	47.9	\$1,714,566	8.8	\$2,848,511	14.7	\$403,848	2.1	\$189,588	1.0
1943	7,777,784	44.9	1,561,131	9.0	2,142,361	12.4	382,095	2.2	292,097	1.7
1942	8,865,919	49.3	1,209,063	9.1	1,896,535	13.6	232,775	1.8	15,903	.1
1941	6,898,751	51.1	1,011,630	7.6	1,825,002	11.5	189,327	1.4	113,501	.9
1940	8,745,030	50.4	1,057,949	7.3	1,548,835	10.8	219,376	1.5	98,674	.7
1939	6,008,640	51.9	946,502	7.3	1,444,009	12.8	175,982	1.5	149,886	1.3
1938	5,335,169	45.0	1,000,914	8.4	1,658,780	14.0	207,414	1.8	136,111	1.1
1937	6,074,409	51.7	769,811	6.5	1,972,692	16.8	196,447	1.7	80,297	.7
1936 ¹	3,053,357	60.7	192,369	3.8	239,700	4.6	92,088	1.8		
1935	3,347,477	41.0	481,706	5.9	1,341,050	16.2	180,246	2.2		
1934	3,392,714	43.9	72,886	.9	1,351,357	17.5	104,364	1.4		
1933	3,186,886	45.1	111,943	1.6	1,441,825	20.4	84,189	1.2		
1932	4,057,511	48.5	218,114	2.6	1,689,089	20.2	32,784	.4		
1931	4,067,735	43.2	96,000	1.0	1,947,601	20.7	89,000	.9		

See footnote at end of table.

(Ex. L-9), continued

	20th Century-Fox		United Artists		Universal		Warner's		Miscellaneous		Total
	Rental	Percent of total	Rental	Percent of total	Rental	Percent of total	Rental	Percent of total	Rental	Percent of total	
1944	\$1,186,099	6.1	\$1,615,177	8.3	\$1,425,709	7.4	\$605,211	2.1	\$315,074	1.6	\$4,157,065
1943	1,067,137	6.2	2,732,551	15.8	938,179	5.4	571,225	2.1	36,060	.3	17,303,217
1942	919,993	6.0	1,361,306	11.4	721,977	5.2	377,192	2.7	26,434	.2	13,921,967
1941	546,172	4.1	2,363,970	17.2	466,009	3.5	266,870	2.2	66,606	.5	13,313,733
1940	484,747	3.2	1,871,875	12.6	421,011	2.9	106,597	1.1	122,185	.9	14,728,549
1939	521,309	4.5	1,606,523	14.7	392,633	3.5	273,496	2.4	161,740	1.4	11,572,692
1938	615,327	5.2	2,232,119	18.9	213,135	1.8	255,989	2.0	222,066	1.6	11,846,763
1937	553,724	4.7	1,566,121	13.3	171,664	1.5	237,864	1.9	126,821	1.2	11,753,730
1936	673,186	13.4	657,960	13.1	27,037	.7	57,014	1.2	34,222	.7	3,027,941
1935	309,670	6.2	1,426,266	17.5	178,994	2.2	661,030	8.3	115,462	1.5	8,164,793
1934	177,006	2.3	1,251,243	16.3	60,519	.9	1,106,100	15.0	161,122	1.9	7,726,362
1933	280,451	4.0	661,184	9.0	39,614	.6	947,314	12.4	266,736	4.1	7,090,001
1932	487,117	5.8	926,614	11.2	42,723	.5	663,614	7.9	240,940	2.9	8,238,755
1931	631,626	6.7	1,513,347	19.5	46,000	.5	454,766	4.6	275,639	2.9	9,425,708

Year 1936: No feature film license fees paid by the metropolitan theatres are included for this year except the fees paid by the Capitol Theatre, New York City, which were paid to Loew's, Fox, and Paramount.

NOTE.—Each figure listed above represents film rental paid for features exhibited within the respective fiscal year.

(c) Source of Feature Pictures Exhibited in all Loew's first-run theatres throughout the United States, 1934-45 (Ex. L-16, R.2353)

Season	Number of pictures exhibited by Loew's first-run theatres	Number of Loew's features	Percent of Loew's features to all features	Number of "outside" features	Number of theatre-owned distributor's features (Fox, Fox-RKO, and Warner's)	Percent of theatre-owned distributor's features to all "outside" features	Number of non-theatre-owned distributor's features	Percent of non-theatre-owned distributor's features to "outside" features (percent)
1934-35	4,228	1,045	39	2,683	1,362	34	1,321	46
1935-36	4,347	1,000	36	2,695	1,360	33	1,345	47
1936-37	4,106	1,000	41	2,480	1,233	31	1,187	49
1937-38	4,566	1,704	36	2,831	1,212	43	1,619	57
1938-39	4,661	1,929	42	2,662	1,111	43	1,521	56
1939-40	4,569	1,921	40	2,748	1,107	40	1,641	60
1940-41	4,986	2,008	40	2,980	1,245	42	1,735	58
1941-42	5,140	2,028	39	3,112	1,275	41	1,837	59
1942-43	4,977	1,717	34	3,260	1,306	40	1,954	60
1943-44	4,618	1,578	34	3,040	1,139	37	1,901	63
1944-45	4,304	1,417	33	2,877	998	35	1,879	65

(d) *Recapitulation of data in Exs. L-8, L-9, and L-16*

Loew's Exhibit 8 confirms the fact that the preferred playing time in the affiliated theatres is reserved for affiliated features. It shows the film rentals which Loew's Metropolitan theatres paid to the distributor defendants, to the non-defendants, to Republic, and to all others (which are grouped under the heading "Miscellaneous"), for the years 1931 to 1944, inclusive. Thus, the Republic figure must be added to the Miscellaneous figure to secure the total for non-defendant distributors. This exhibit shows that there has been a decrease in the percentage of total rentals paid by these theatres to all non-defendant distributors from a high of 5.1% in 1931 to 4.2% in 1944, although this percentage has risen substantially from the lowest figure on the chart of 1.5% in 1942. The same percentages for *all Loew's theatres* is shown on Loew's Exhibit 9, which includes the Metropolitan theatres and the theatres outside that area, which are substantially all first run theatres. The percentage of total rental paid to non-defendants, as shown on this exhibit, are for the year 1931, 2.9%, for the year 1942, 0.3%, and for the year 1944, 2.6%, which, when compared with the higher percentage for the Metropolitan theatres, listed above, simply reflects the fact that Loew's Metropolitan circuit includes numerous subsequent runs in which non-defendant product gets some representation, while in the first runs outside the Metropolitan district non-defendant features get virtually no representation. The corresponding totals for the payments made to affiliated distributors and to other distributor defendants for the same years for the Metropolitan theatres and for all Loew theatres respectively are as follows:

	Loew's Metropolitan Theatres (ex L-8)		All Loew Theatres (ex L-9)	
	Major defendants	Other defendants	Major defendants	Other defendants
1931	76.5	18.4	76.3	20.8
1942	65.5	33.0	74.0	25.7
1944	61.3	34.5	72.9	24.5

Thus, while there has been a very great increase in the proportionate payments to unaffiliated defendants for the

use of their films in subsequent run theatres, there has been a counter-balancing decrease in proportionate first run rental payments to the unaffiliated defendants, which have resulted in only a small net decrease in the payments to affiliated distributors for all runs in all Loew theatres.

The fact that the most profitable playing time in first run theatres has been increasingly reserved for affiliated films is further confirmed by Loew's Exhibit 16, which shows the number of features exhibited by all of Loew's first run theatres for the seasons 1934-35 through 1944-45, inclusive, broken down among those released by Loew, by other affiliated distributors, and by all non-theatre owning distributors, which category, of course, includes the other defendant distributors as well as non-defendants. This exhibit shows that the percentage of Loew features used, in terms of numbers, decreased from 39% in 1934-35 to 33% in 1944-45, with an intervening peak of 42% in the 1938-39 season. It also shows that the proportion of all of the other features used by these theatres which were supplied by the affiliated distributors decreased from 54% in 1934-35 to 35% in 1944-45, with a correspondingly steady increase in the number of features supplied by non-theatre owning distributors from 46% to 65%. Yet, when these figures are compared with the proportionate rental payments for the roughly corresponding periods, tabulated in Loew's Exhibit 9, it appears that from the year 1935, which includes the last eight months of the 1934-35 season, to the year 1944, which includes only the first four months of the 1944-45 season, but is the last year shown on the exhibit, there was an increase in the payments made by all Loew theatres for Loew features from 41.0% to 47.9%, and a decrease in the payments of the same theatres for the features of the other affiliated distributors from 36.2% to 31.9% during this period. The total payments to all affiliated distributors by all Loew theatres thus actually increased from 77.2% to 79.8% during this period. Since the previous comparison of Loew's Exhibits 8 and 9 has already shown that Loew's first runs paid a higher percentage of their total film rental to affiliated distributors than their subsequent runs paid, it is apparent that despite the great increase in the proportion of films distributed by unaffiliated distributors used in the Loew first run theatres, there was a proportionate decrease in rental payments to them by those theatres.

A comparison of the proportionate feature rentals paid by all Loew theatres to the same distributors during each of the calendar years 1931 to 1944, inclusive, was furnished in Ex. L-9. These figures show the following comparisons between the proportion of numbers of features used and the proportion of feature rentals paid to the various distributors which furnished them:

NUMBER OF FEATURES

	Major defendants	Other defendants	Nondefendants
1934-35 season.....	71.6	24.6	3.8
1944-45 season.....	66.2	31.7	12.1

FEATURE RENTALS

	Major defendants	Other defendants	Nondefendants
1935.....	72.9	25.6	1.5
1944.....	72.9	24.5	2.6

The foregoing table shows that the greatly increased use of features released by non-defendant distributors in recent years has resulted in no increase in the unaffiliated distributors' proportionate penetration of the domestic film market, in terms of dollars.

RKO:

(a) NUMBER OF FEATURE BILLINGS EXHIBITED (1943-44)
IN RKO THEATRES: BY DISTRIBUTOR

FIRST RUN AND METROPOLITAN CIRCUIT RUN (Ex. RKO-8 (R-1659))

TOTAL	10,376	100.0%	
RKO	2,402	23.1%	2,402 23.1%
Paramount	343	3.3%	
Warner	1,253	12.1%	
Fox	1,302	12.5%	3,080 29.6%
United Artists	378	3.7%	
Columbia	643	6.2%	4,894 47.3%
Monogram	917	8.8%	

(b) *Recapitulation of data in Ex. RKO-8 (R. 1659) compared with RKO data in Ex. 424 (R. 2276, 2284)*

A comparison of Exhibit RKO-8 with plaintiff's Exhibit 424 (*supra*, p. 256) shows that RKO's first run theatres and the theatres in its Metropolitan circuit, which are mainly subsequent runs, used a total of 10,376 feature billings during the 1943-44 season of which approximately 53% were supplied by the affiliated distributors, 26% by other defendant distributors, and the remaining 21% by nondefendant distributors. Plaintiff's Exhibit 424 shows that for the same season all RKO theatres paid out in rentals about 74% to the affiliated distributors, 23% to the other defendant distributors, and 3% to non-defendants. The difference between the proportions of feature billings and feature rental payments is attributable to the fact that the rental paid for any particular billing is dependent upon the particular run it represented in a particular competitive area and the number of days of the run. This comparison simply demonstrates that the non-defendant distributors did not get rentals per billing for their features comparable to those secured by the defendants' films, although there was a substantial use in numbers of non-defendant films in subsequent run theatres and in theatres which played on a first-run policy with inferior product and more frequent changes of program at comparatively low admission prices.

3. Fox:

(a) Film rentals respectively paid to eight defendants, Republic and other independents for calendar years 1935-44 (Ex. F-23, R. 2146):

National Theatres Amusement Co., Inc., Circuit Film Rentals Paid Distributors by Calendar Years, Relative Percentages

Distributor	1935	1936	1937	1938	1939	1940	1941	1942	1943	1944
	<i>Percent</i>	<i>Percent</i>	<i>Percent</i>	<i>Percent</i>	<i>Percent</i>	<i>Percent</i>	<i>Percent</i>	<i>Percent</i>	<i>Percent</i>	<i>Percent</i>
20th Century Fox	37.47	33.17	22.51	21.90	22.37	16.73	16.90	22.60	21.36	20.01
Loew's	23.46	25.51	25.38	24.48	26.10	24.05	24.38	24.05	21.14	23.51
Loew's G. W. T. W.						10.70	12.30			
Paramount	16.09	18.19	15.47	14.33	13.46	12.71	12.03	15.12	13.49	15.61
Vitagraph	11.25	11.90	11.52	12.10	11.18	8.97	12.74	11.88	12.55	9.63
R. K. O.	7.35	7.69	7.77	10.24	7.73	8.00	7.04	7.90	10.36	9.52
	85.83	85.86	82.65	81.95	80.89	81.05	78.47	81.25	78.70	78.27
United Artists	5.46	4.29	6.83	6.82	7.23	6.63	6.58	4.39	6.39	4.57
Columbia	2.00	2.07	3.78	3.58	4.01	3.94	5.30	4.46	4.48	4.79
Universal	2.90	3.82	3.19	4.22	5.29	5.54	6.31	6.62	7.10	6.11
Republic	(7)	.98	1.05	1.40	1.33	1.79	1.97	2.13	1.76	2.27
Miscellaneous	3.33	1.98	2.50	1.33	1.05	.96	1.37	1.15	1.57	2.19
Total	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00

¹ Roadshow engagements.

² Popular price run.

³ 1935 Republic in Miscellaneous - no break-down available.

(b) *Recapitulation of Ex. F-23, (R. 2146) showing independents' high, low, and first and final percentage:*

The respective percentages of total film rentals paid by theatres affiliated with Fox to affiliated distributors, to other defendants, and to non-defendants appear as follows on Exhibit F-23:

	Major defend- ants	Other defend- ants	Non- defend- ants
(First year) 1935.....	85.00	11.00	3.33
(Nondefendants low) 1939.....	89.00	10.33	1.33
(Last year—also nondefendants high) 1944.....	78.37	17.37	4.00

4. Warner:

(a) Film rentals respectively paid to eight defendants and independents during fiscal years ended August 1931-45 (Ex. W-3, R. 1811):

Warner Bros. Pictures, Inc., and subsidiaries and affiliated theatres, total film rentals paid by Warner theatres

Fiscal year ended August	Companies to whom paid									
	Warner	Paramount	Loew's	20th Century-Fox	R. K. O. and Pathe	United Artists	Columbia	Universal	All others	Grand total
1931	\$5,937,665	\$916,304	\$2,359,576	\$1,826,399	\$1,715,515	\$1,328,996	\$528,822	\$1,007,361	\$949,800	\$16,583,578
	38.51%	5.63%	14.51%	11.33%	10.34%	8.17%	3.23%	6.19%	4.00%	100%
1932	4,320,680	2,003,059	1,394,978	1,501,304	1,335,378	575,446	743,788	1,078,083	710,484	12,482,980
	32.00%	14.86%	10.36%	11.19%	9.93%	4.29%	5.53%	8.01%	5.26%	100%
1933	4,019,562	1,846,457	1,418,676	1,133,523	955,955	578,055	435,039	782,161	504,312	11,653,680
	34.49%	15.84%	12.17%	9.73%	8.20%	4.90%	3.73%	6.54%	4.34%	100%
1934	3,773,589	2,098,061	2,064,922	330,357	1,275,950	588,233	486,153	898,259	267,662	11,721,586
	32.18%	17.63%	17.61%	2.83%	12.57%	5.00%	4.09%	7.58%	2.28%	100%
1935	3,851,272	2,355,043	2,130,704	868,083	1,370,179	810,718	629,066	682,289	433,961	12,030,323
	29.55%	17.31%	16.35%	6.65%	10.51%	6.23%	4.84%	5.21%	3.28%	100%
1936	3,847,644	2,371,267	2,614,938	1,447,249	1,514,544	890,943	585,574	764,819	364,279	14,468,237
	26.71%	16.46%	18.16%	10.05%	10.53%	6.19%	4.07%	5.30%	2.54%	100%
1937	4,631,261	2,535,660	3,295,677	1,809,925	1,630,267	983,149	601,240	742,382	448,479	16,541,076
	28.00%	15.33%	19.88%	10.94%	9.19%	5.93%	3.63%	4.49%	2.72%	100%
1938	4,368,639	2,210,885	3,214,896	1,682,557	1,757,635	1,577,648	683,434	837,414	418,211	16,943,606
	25.72%	13.05%	18.97%	11.11%	10.37%	9.31%	4.03%	4.94%	2.46%	100%
1939	4,709,562	2,117,855	3,640,960	1,608,179	1,478,740	1,244,937	660,883	1,014,459	413,014	17,008,619
	27.69%	12.45%	21.41%	9.98%	8.69%	7.33%	3.88%	5.96%	2.44%	100%
1940	4,523,771	2,155,739	4,574,714	1,570,888	1,760,654	1,348,081	878,642	1,309,042	438,841	18,359,193
	24.14%	11.74%	24.91%	8.55%	9.59%	7.30%	4.79%	7.00%	2.39%	100%
1941	4,968,827	2,327,965	3,844,606	1,430,553	1,304,782	1,331,936	900,362	1,371,414	428,566	17,880,193
	27.56%	12.98%	21.37%	7.95%	7.28%	7.33%	5.01%	7.63%	2.44%	100%
1942	5,982,681	2,441,640	3,608,472	1,956,680	1,636,570	956,333	1,067,630	1,764,593	465,950	19,880,438
	30.09%	12.28%	18.15%	9.84%	8.23%	4.82%	5.34%	8.88%	2.34%	100%

Warner Bros. Pictures, Inc., and subsidiaries and affiliated theatres, total film rentals paid by Warner theatres—Continued

Fiscal year ended August	Companies to whom paid									
	Warner	Paramount	Loew's	20th Century-Fox	R. K. O. and Pathe	United Artists	Columbia	Universal	All others	Grand total
1943	8,559,908 28.74%	2,874,065 11.72%	3,874,757 16.08%	2,242,000 8.83%	2,414,845 10.08%	938,945 4.20%	1,317,243 5.79%	2,153,143 9.43%	628,541 2.74%	22,521,947 100%
1944	6,312,286 26.50%	3,030,692 12.92%	4,045,440 17.25%	1,303,888 10.08%	2,330,178 9.94%	725,507 3.09%	1,314,500 5.62%	2,518,722 10.75%	888,035 3.84%	23,442,134 100%
1945	7,762,557 29.29%	3,477,731 13.12%	4,415,906 16.66%	2,279,590 8.60%	2,828,488 10.67%	1,478,805 5.89%	1,331,281 5.02%	2,006,228 7.86%	927,971 3.51%	26,508,086 100%

NOTE.—Represents film rental for features, shorts, and newsreels paid by Warner theatres for fiscal year indicated. The film rental paid "Warner" does not include the rental paid for the picture "This is The Army." This rental is also excluded from the grand total.

Film rentals for the following nonconsolidated companies are included above:

Atlantic Theatres, Inc., 80% owned by Warners.
 Mansfield Operating Company, 50% owned by Warners.
 Mt. Oliver Theatre Company, 50% owned by Warners.
 Regent State Corporation, 50% owned by Warners.
 Standard Theatres Corporation, 50% owned by Warners.
 W. F. Theatre Company, 50% owned by Warners.
 Stanley Shapiro Theatre Co., 51% owned by Warners.

Film rentals for the following theatres owned or leased by others, included in operating agreements are included above.

Paramount Theatre, Hammond, Ind.
 Frankfort and Nison Theatres, Philadelphia, Pa.
 Tower and Roosevelt Theatres, Philadelphia, Pa.
 Oriental and Tower Theatres, Milwaukee, Wis.
 State and Strand Theatres, Harrisonburg, Va.
 Regent Theatre, Kearny.
 Elwood Theatre, Newark.
 Palace Theatre, Orange.
 Royal and Broadmoor Theatres, Bloomfield.
 Bellevue Theatre, Upper Montclair.
 Rio Theatre, Appleton (became 100% owned by Warners 4/30/44).

(b) *Recapitulation of Ex. W-3 showing independents' high, low, and first and final percentage:*

The respective percentages of total film rentals paid by Warner theatres to affiliated distributors, to other defendants, and to non-defendants appear as follows on Exhibit W-3:

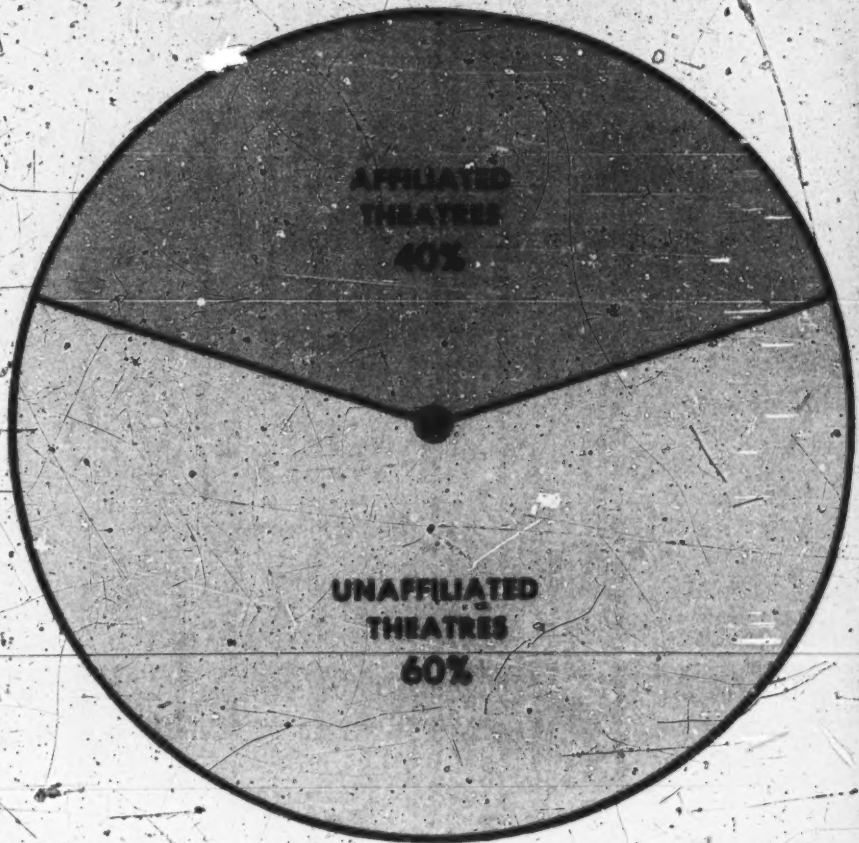
	Major defendants	Other defendants	Nondefendants
(First year) 1931.....	73.63	17.58	4.00
(Nondefendants high) 1932.....	73.49	16.33	5.28
(Nondefendants low) 1934.....	32.14	16.58	2.20
(Last year) 1945.....	73.33	15.16	2.51

K. Tabulations offered by defendants showing proportion of film rental received from their own theatres, theatres of other defendants, and independent theatres.

1. Fox:

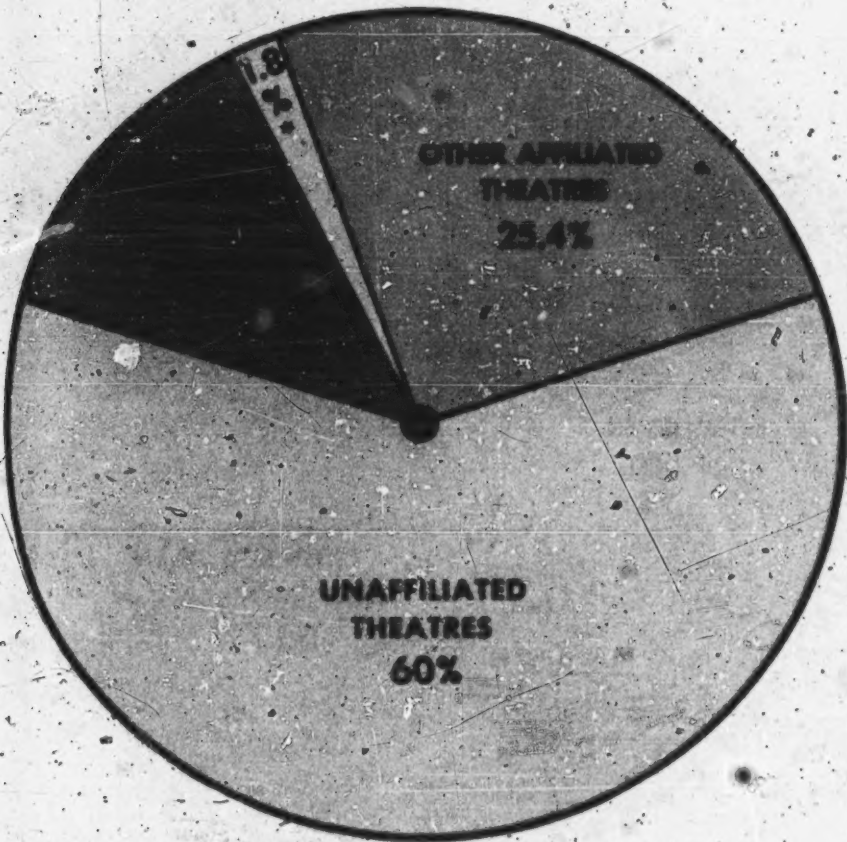
(a) U.S. film revenue for 1943-44 apportioned between (a) affiliated and unaffiliated theatres, (b) unaffiliated, Fox, and other affiliated theatres, and (c) unaffiliated, Fox, and other affiliated theatres in cities of less than 25,000, cities of 25,000 to 100,000, and cities of over 100,000, respectively (Ex. F-26, R. 2147.)

TWENTIETH CENTURY-FOX FILM CORPORATION
SOURCE OF 1943-'44 UNITED STATES FILM REVENUE



SOURCE: EXHIBIT F-26

TWENTIETH CENTURY-FOX FILM CORPORATION
SOURCE OF 1943-'44 UNITED STATES FILM REVENUE



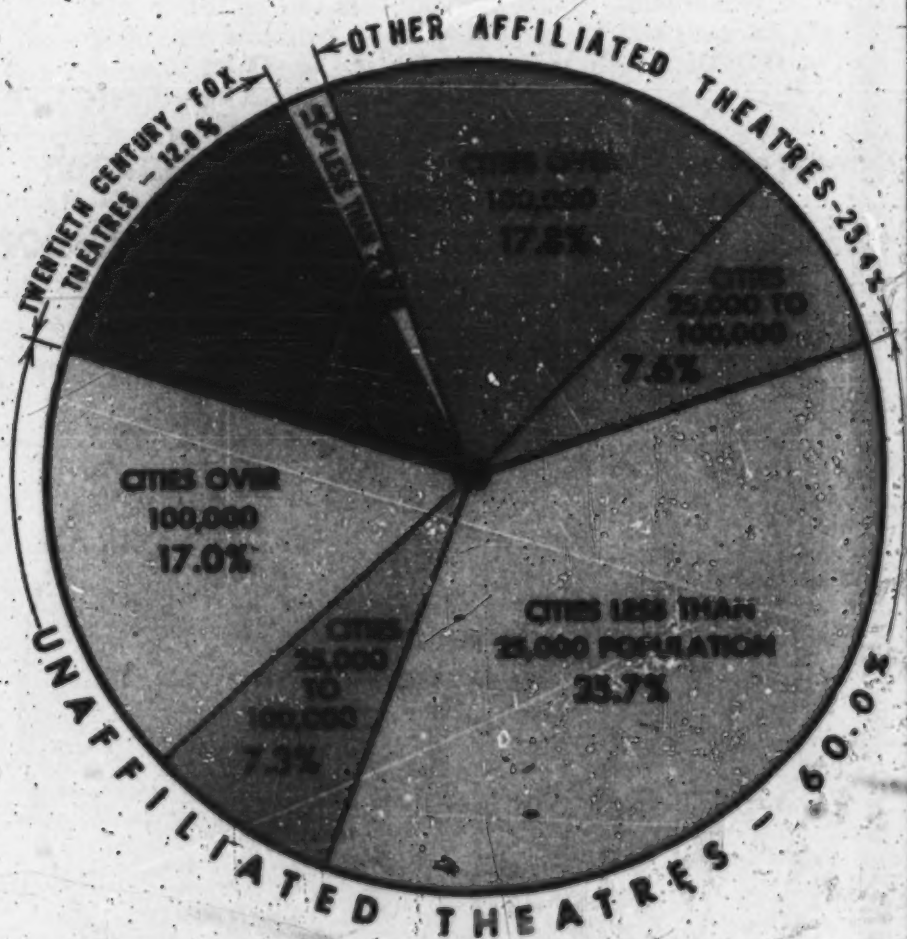
*This represents revenue paid by all affiliated theatres, including Twentieth Century-Fox theatres, in towns less than 25,000 population. Amount attributable to each affiliated group is not readily ascertainable.

SOURCE: EXHIBIT F-19

PREPARED BY:
MR. HARRIS, KOBEL & CARR

The William C. Carr Co.

TWENTIETH CENTURY-FOX FILM CORPORATION
SOURCE OF 1943-'44 UNITED STATES FILM REVENUE



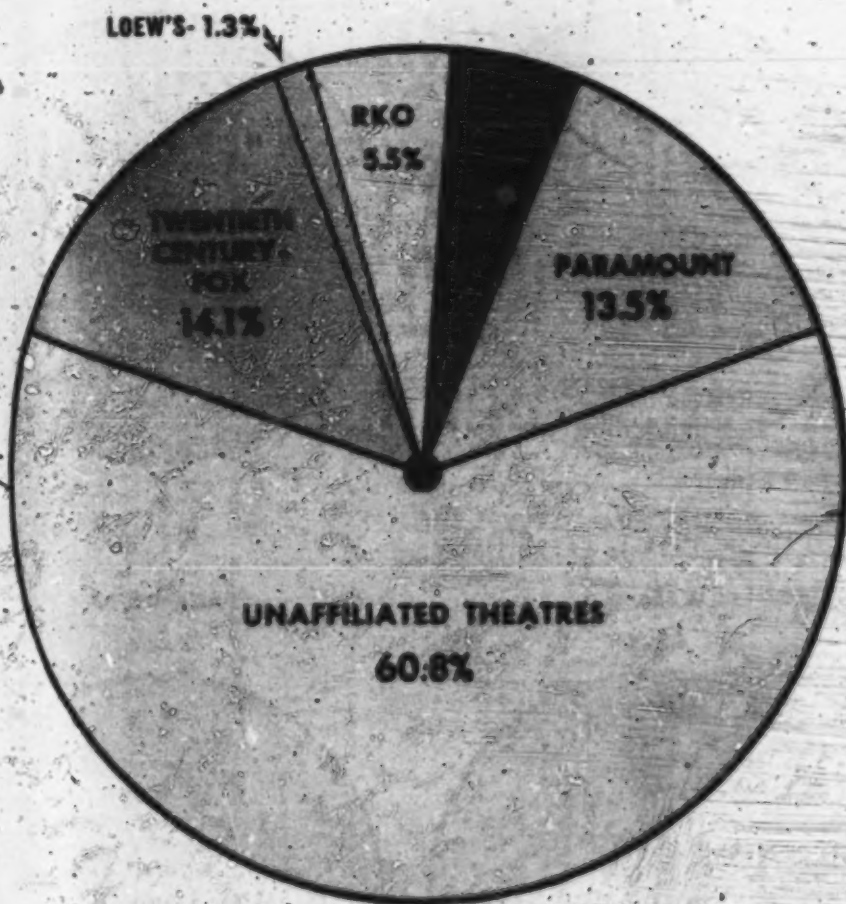
* This represents revenue paid by all affiliated theatres, including Twentieth Century-Fox theatres, in towns less than 25,000 population. The amount attributable to each affiliated group is not readily ascertainable.

PREPARED BY:
 DWIGHT HARRIS, KOBEL & CASEY

SOURCE: EXHIBIT

The Motion Picture

(b) PERCENTAGE OF PRODUCER-EXHIBITOR REVENUE
TO TOTAL DOMESTIC REVENUES FOR
YEARS 1933-1944 (Ex. F-27, R. 2147)



SOURCE: EXHIBIT F-18

PREPARED BY:

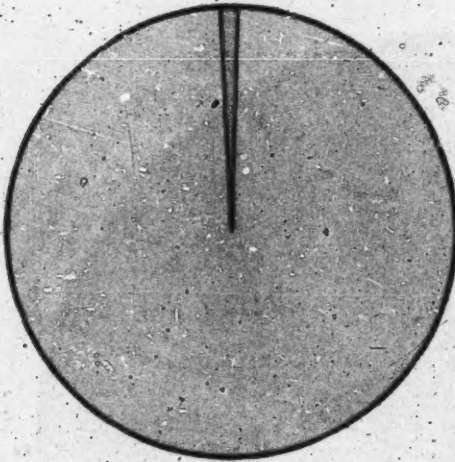
WENT, HARRIS, KOSKOFF & CASEY

The Whelan Corp. N. Y.

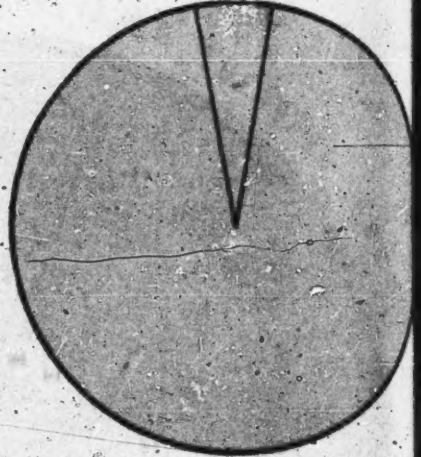
**TWENTIETH CENTURY-FOX FILM CORPORATION
PERCENTAGE OF PRODUCER-EXHIBITOR REVENUE
TO TOTAL DOMESTIC REVENUE**

1944

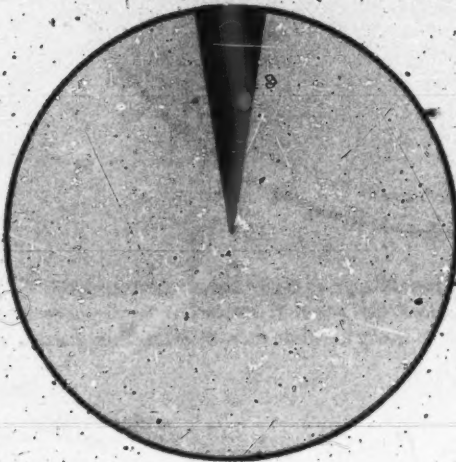
LOEW'S
1.26%



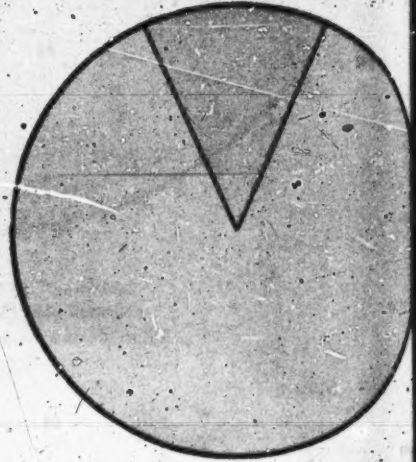
RKO
5.52%



WARNER
4.82%



PARAMOUNT
13.46%



2. Loew:

(a) Total domestic feature rentals received from Fox, Paramount, RKO, Warner, and all others, excluding Loew, and total rentals paid by Loew to Fox, Paramount, RKO, Warner and all others, excluding Loew, for years 1937-44 (Ex. L-10, R. 1679):

Loew's outside payments 1937-1944, total feature film license fees received by Loew's as a distributor from all domestic exhibitors (excluding Loew's)

Year		Fox rental	Paramount rental	R. K. O. rental	Warner rental	Rental all others	Total
1937	Loew's received	\$2,839,252	\$5,873,712	3640,380	\$2,925,832	\$16,299,400	\$28,578,576
	Loew's paid	553,734	1,972,692	198,447	227,904	2,736,654	5,679,321
1938	Loew's received	2,543,736	5,941,104	638,316	2,867,076	17,985,988	29,966,200
	Loew's paid	616,337	1,658,790	207,414	235,988	3,796,235	6,514,864
1939	Loew's received	2,874,040	6,660,904	744,588	3,273,192	19,413,628	32,966,352
	Loew's paid	521,369	1,444,009	175,982	273,488	3,180,284	5,505,032
1940	Loew's received	4,197,533	8,883,597	1,014,101	4,007,073	23,817,566	41,919,870
	Loew's paid	464,747	1,548,835	219,376	188,507	3,881,374	5,982,929
1941	Loew's received	3,364,907	7,405,964	731,153	3,538,937	22,855,443	37,896,436
	Loew's paid	546,172	1,525,002	189,327	398,870	3,945,610	6,504,981
1942	Loew's received	3,496,040	7,851,302	708,951	3,294,102	21,636,130	37,286,525
	Loew's paid	919,963	1,808,555	232,775	377,192	3,637,283	7,034,768
1943	Loew's received	4,292,236	8,413,636	733,480	3,431,220	22,365,200	39,235,764
	Loew's paid	1,067,127	2,142,381	282,693	371,225	5,562,006	9,425,433
1944	Loew's received	3,169,944	9,047,426	841,380	3,731,208	26,164,580	44,954,520
	Loew's paid	1,186,089	2,848,511	403,545	403,711	5,261,116	10,102,752

3. Warner:

(a) Total U. S. and Canadian film revenues received from theatres owned, operated, or affiliated with Warner, Paramount, Fox, Loew, R.K.O., and all others for fiscal years ending August 1931-1945 (Ex. W-4, R. 1812).

Fiscal year ending August	Film rentals received from theatres owned, operated, or affiliated with—						All other accounts	Grand total
	Warner	Paramount	Fox	Loew's	R. K. O.	Total		
1945	\$7,762,557	\$5,963,306	\$2,594,643	\$315,799	\$2,089,704	\$19,657,009	\$21,630,233	\$41,487,242
	18.7%	16.8%	6.4%	0.8%	5.0%	47.4%	52.6%	100%
1944	6,212,366	5,978,490	2,331,617	203,283	1,600,886	16,326,651	19,680,705	36,073,256
	17.3%	16.5%	6.4%	0.6%	4.6%	45.4%	54.6%	100%
1943	6,550,968	6,175,037	2,197,297	226,430	1,672,931	16,832,663	19,636,571	36,689,534
	17.6%	16.9%	6.0%	0.6%	4.6%	45.9%	54.1%	100%
1942	5,982,681	6,370,718	1,690,095	208,696	1,800,491	16,061,593	21,437,601	37,498,194
	15.9%	16.9%	4.6%	0.6%	4.9%	42.8%	57.2%	100%
1941	4,958,827	5,117,417	1,589,912	194,673	1,898,256	13,759,085	19,260,899	33,019,984
	15.0%	15.5%	4.9%	0.6%	5.8%	41.6%	58.4%	100%
1940	4,433,001	3,909,766	1,103,861	179,204	1,600,570	11,316,402	18,448,446	29,764,848
	14.9%	13.1%	3.8%	0.6%	5.7%	38.1%	61.9%	100%
1939	4,709,562	4,366,383	1,405,876	278,610	1,767,615	12,561,001	19,473,255	32,034,256
	14.6%	13.4%	4.8%	0.8%	5.5%	39.3%	60.7%	100%
1938	4,358,629	3,672,660	1,456,882	228,320	1,768,347	11,684,747	19,080,674	30,778,421
	14.0%	12.8%	4.7%	0.7%	5.7%	37.9%	62.1%	100%
1937	4,631,281	4,001,691	1,443,101	234,200	1,592,281	11,902,554	19,300,082	31,162,616
	14.8%	12.9%	4.7%	0.7%	5.3%	38.2%	61.8%	100%
1936	3,847,644	2,616,511	1,070,019	285,778	1,181,089	9,001,051	17,540,554	26,541,605
	14.5%	9.8%	4.1%	1.1%	3.9%	33.9%	66.1%	100%
1935	3,851,273	3,087,319	1,000,486	765,234	926,941	9,661,543	18,237,970	28,989,213
	14.9%	11.9%	3.9%	2.9%	2.6%	37.2%	62.8%	100%

1934	3,773,589	2,631,436	688,718	1,115,706	243,686	8,726,135	14,528,950	23,255,085
	16.2%	11.3%	3.7%	4.8%	1.5%	37.5%	62.5%	100%
1933	4,019,562	2,938,016	990,232	977,007	242,191	9,178,918	13,302,585	22,478,503
	17.9%	13.1%	4.4%	4.3%	1.1%	40.8%	59.2%	100%
1932	4,320,680	2,740,130	805,551	698,060	825,795	9,390,216	13,005,720	22,407,936
	19.3%	12.3%	3.6%	3.5%	3.6%	42.0%	58.0%	100%
1931	5,937,665	2,913,742	1,489,161	485,117	892,290	11,724,975	17,073,982	28,798,957
	29.7%	10.1%	5.2%	1.7%	3.1%	40.8%	59.2%	100%

NOTE.—Film Rentals received include receipts for Features, Short Subjects, Trailers and Advertising Accessories. Receipts from "This is the Army" are excluded. All figures for years prior to 1940-41 are compiled on basis of collections. Figures shown for 1940-41 and subsequent years are compiled on basis of Net Billings with the exception of Warner Theatres which are on a collection basis for all years.

IV—THE CONSENT DECREE OF 1940 AND RULES OF
ARBITRATION UNDER IT

A. Consent Decree

In the District Court of the United States for the Southern
District of New York

Civil Action No. 87-273

UNITED STATES OF AMERICA, PLAINTIFF

v.

PARAMOUNT PICTURES, INC.; PARAMOUNT FILM DISTRIBUTING CORPORATION; LOEW'S, INCORPORATED; RADIO-KEITH-ORPHEUM CORPORATION; RKO RADIO PICTURES, INC.; KEITH-ALBEE-ORPHEUM CORPORATION; RKO PROCTOR CORPORATION; RKO MIDWEST CORPORATION; WARNER BROS. PICTURES, INC.; VITAGRAPH, INC.; WARNER BROS. CIRCUIT MANAGEMENT CORPORATION; TWENTIETH CENTURY-FOX FILM CORPORATION; NATIONAL THEATRES CORPORATION; COLUMBIA PICTURES CORPORATION; SCREEN GEMS, INC.; COLUMBIA PICTURES OF LOUISIANA, INC.; UNIVERSAL CORPORATION; UNIVERSAL PICTURES COMPANY, INC.; UNIVERSAL FILM EXCHANGES, INC.; BIG U FILM EXCHANGE, INC.; AND UNITED ARTISTS CORPORATION, DEFENDANTS

DECREE

The United States of America having filed its Petition herein on July 20, 1938, and its Amended and Supplemental Complaint on November 14, 1940; the defendants: Paramount Pictures, Inc.; Paramount Film Distributing Corporation; Loew's Incorporated; Radio-Keith-Orpheum Corporation; RKO Radio Pictures, Inc.; Keith-Albee-Orpheum Corporation; RKO Proctor Corporation; RKO Midwest Corporation; Warner Bros. Pictures, Inc.; Vitagraph, Inc.; Warner Bros. Circuit Management Corporation; Twentieth Century-Fox Film Corporation, and National Theatres Corporation¹ having appeared and severally filed their answers to such Petition and to such Amended and Supplemental Complaint and having asserted the truth of their answers and their innocence of

¹ The above-named defendants are referred to hereinafter as the consenting defendants.

any violation of law; and no testimony having been taken, but each of the consenting defendants having consented to the entry of this decree without any findings of fact, upon condition that neither such consent, nor this decree itself, nor the entry of this decree, nor any statement, provision or requirement contained in this decree, shall be or shall be construed as being (1) an admission or adjudications that the allegations of the Petition or of the Amended and Supplemental Complaint, or any of them, are or is true, or that such defendants, or any one or more of them, have or has violated or are or is violating any statute or law; or (2) evidence that such allegations, or any of them, are or is true, or that such defendants, or any one or more of them, have or has violated any statute or law, or (3) an admission or adjudication that the doing of any of the acts or things hereinafter enjoined or the failure to do any of the acts or things hereinafter directed to be done would constitute a violation of any statute or law, and upon the further conditions hereinafter set forth; and the United States of America, by its counsel, having consented to the entry of this decree and to each and every provision thereof upon such conditions, and having moved the Court for the entry of this decree;

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED as follows:

I

The Court has jurisdiction of the parties hereto; and for the purposes of this decree and of proceedings for the enforcement thereof, and for no other purpose, the Court has jurisdiction of the subject matter hereof and the complaint states a cause of action against the defendants under the Act of Congress of July 2, 1890 entitled "An Act to Protect Trade and Commerce Against Unlawful Restraints and Monopolies".

The Petitioner not having offered any proof of its allegations that defendants have violated the antitrust laws, and defendants having denied each and every such allegation, this Court has not determined or adjudicated and by this decree does not determine or adjudicate, and this is not a decree to the effect that any of said defendants has violated or is now violating any of such laws, or any other statute; and this decree relates solely to future conduct herein below specified and

is not based upon any finding, determination, or adjudication that any right or statute has yet been or is now being violated.

II

Each consenting defendant, its successors, officers, directors, agents and employees, and all persons and corporations acting under, through, or for it, hereby is and are enjoined from doing the acts prohibited by this decree, and is and are directed to do the acts thereby required.

III

No consenting defendant engaged in the distribution of motion pictures (hereinafter referred to as a distributor defendant) shall license or offer for license^a a feature motion picture^b (hereinafter sometimes referred to as a feature) for public exhibition^c within the United States of America at which an admission fee is to be charged, until the feature has been trade shown^d within the exchange district^e in which the public exhibition is to be held. Every trade showing shall be preceded by a notice, published in a trade publication^f having general circulation among exhibitors^g in such exchange district, which shall state the title of the picture and the date and the time when and the place or places where it will be trade shown.

^a License means (as a verb) to make an agreement, or (as a noun) an agreement, by which a distributor grants the right to exhibit a motion picture in any theatre engaged in the exhibition of motion pictures for profit.

^b A feature motion picture is a motion picture approximately 5,000 feet, or more, in length.

^c A trade showing is an exhibition of a feature at a theatre or projection room for the benefit of exhibitors generally.

^d Each distributor defendant shall file with the Department of Justice a map of each of its exchange districts, showing the territorial limits thereof. Changes in the territorial limits of an exchange district shall be made only after two weeks' notice to the Department of Justice. References in this Section and in Sections V, IX and XVIII hereof to exchange districts are to exchange districts of each distributor defendant, as constituted from time to time.

^e Trade publication means a daily or weekly newspaper or magazine which is devoted primarily to news concerning the motion picture industry.

^f Exhibitor means any individual, partnership, unincorporated association, or corporation engaged in the public exhibition of motion pictures in a theatre or theatres for profit.

IV

(a) No distributor defendant shall offer for license or shall license more than five features in a single group. In offering its features for license to an exhibitor a distributor may change the combinations of features in groups as it may from time to time determine, and may license or offer for license as many groups of features as it may from time to time determine, provided that the license or offer for license of one group of features shall not be conditioned upon the licensing of another feature or group of features.

(b) No distributor defendant shall require an exhibitor to license short subjects, newsreels, trailers, or serials (hereinafter collectively referred to as shorts) as a condition of licensing features. No distributor defendant shall require an exhibitor to license reissues, westerns,* or foreign* (hereinafter collectively referred to as foreign) as a condition of licensing other features.

Where a license has been entered into, controversies arising upon a complaint by an exhibitor that the licensing to him of one group of features was conditioned by the distributor upon the licensing of another feature or group of features or the licensing of shorts or foreigns shall be subject to arbitration. An exhibitor shall have no right to assert any such claim unless he shall have mailed to the distributor at its Home Office a notice in writing of such claim and of the grounds thereof, not later than two days after receipt by the exhibitor of the distributor's written approval of the exhibitor's signed application or applications for such features, shorts or foreigns. The power¹⁰ of the arbitrator in deciding any such controversy shall be limited to making (1) a finding as to whether or not the licensing of such features was so conditioned; and, if the finding be in the affirmative, (2) an award cancelling the license for (or to the extent that it may

* Westerns are those western pictures which are not of the usual character and type of, and are inexpensively produced as compared with, the distributor's general line of features.

* Foreigns are features produced outside of the United States except such as are produced in the English language by the distributor or a subsidiary or affiliate thereof.

¹⁰ When, in any arbitration under this decree, the finding of the arbitrator shall be that the complainant has not sustained his complaint, the arbitrator shall enter an award dismissing the complaint.

relate to) such other feature or group of features, or such shorts or foreigns.

Where no license has been entered into, controversies arising upon a complaint by an exhibitor that a distributor defendant has offered for license to him more than five features in a single group or that the offer of a license to him of one group of features was conditioned upon the licensing of another feature or group of features, or the licensing of shorts or foreigns, shall be subject to arbitration. An exhibitor shall have no right to assert any claim that an offer so to license such features was so made or conditioned unless he shall have mailed to the distributor at its Home Office a notice in writing of such claim and of the grounds therefor not later than five days after the exhibitor claims the alleged offer was made. The power¹¹ of the arbitrator in deciding any such controversy shall be limited to making (1) a finding as to whether or not the offer to license such features was so made or conditioned; and, if the finding be in the affirmative, (2) an award imposing upon the distributor making such offer a penalty in an amount not to exceed five hundred dollars (\$500.00). Such penalty shall be payable into the arbitration fund referred to in subdivision 8 of Section XXII hereof.

V

No license for features to be exhibited in theatres located in one exchange district¹² shall include theatres located in another exchange district, nor shall the licensing of features for exhibition in theatres located in one exchange district be conditioned upon the licensing of a feature or group of features for exhibition in theatres located in another exchange district.

Controversies arising upon a complaint by an exhibitor thereby affected that the licensing by a distributor defendant of features for exhibition in theatres located in one exchange district was conditioned upon the licensing of a feature or group of features for exhibition in theatres located in another exchange district shall be subject to arbitration. The power¹³ of the arbitrator in deciding

¹¹ See footnote 10 to this Section.

¹² See footnote 5 to Section III.

¹³ See footnote 10 to Section IV.

any such controversy shall be limited to making (1) a finding as to whether or not the licensing of features for exhibition in theatres located in one exchange district was so conditioned upon the licensing of a feature or group of features for exhibition in theatres located in another exchange district; and, if the finding be in the affirmative, (2) an award imposing upon the distributor defendant so licensing features a penalty in an amount not to exceed five hundred dollars (\$500.00), payable into the arbitration fund referred to in subdivision 8 of Section XXII hereof.

VI

No distributor defendant shall refuse to license its pictures for exhibition in an exhibitor's theatre on some run (to be designated by the distributor) upon terms and conditions fixed by the distributor which are not calculated to defeat the purpose of this Section, if the exhibitor can satisfy reasonable minimum standards of theatre operation and is reputable and responsible, unless the granting of a run on any terms to such exhibitor for said theatre will have the effect of reducing the distributor's total film revenue in the competitive area in which such exhibitor's theatre is located. Controversies arising upon a complaint by an exhibitor that, contrary to the provisions of this Section, a distributor defendant has refused so to license its pictures shall be subject to arbitration. The power¹⁴ of the arbitrator in deciding any such controversy shall be limited to making (1) a finding as to whether or not, contrary to the provisions of this Section, the distributor has refused to license its pictures to the complainant for exhibition in said theatre; and, if the finding be in the affirmative, (2) an award directing the distributor to offer its pictures for license to the complainant for exhibition in said theatre on a run to be designated by the distributor and upon terms and conditions fixed by the distributor which are not calculated to defeat the purpose of this Section. The burden of showing that granting a run on any terms to the complainant will have the effect of reducing the distributor's total film revenue in the competitive area in which the complainant's theatre is located shall be upon the distributor.

¹⁴ See footnote 10 to Section IV.

Any distributor defendant affected by such an award may institute a further arbitration proceeding to be relieved therefrom on the ground that since the making of the award the granting of a run in compliance therewith has had the effect of reducing the distributor's total film revenue in the competitive area in which the complainant's theatre is located, and, in the event that the arbitrator finds that the granting of a run in compliance with the award has had the effect of reducing the distributor's total film revenue in said area, he shall vacate the award.¹²

VII

Controversies arising upon the complaint of an exhibitor that a feature licensed to him by a distributor defendant for exhibition in a particular theatre is generally offensive in the locality served by such theatre on moral, religious, or racial grounds shall be subject to arbitration. An exhibitor shall have no right to assert any such claim unless written notice of his election to cancel such feature, together with a statement of his reasons therefor, shall have been mailed to the distributor defendant at its Home Office not later than ten days after the receipt by the exhibitor of the distributor's written approval of the exhibitor's signed application for such feature. In such event the license in so far as it relates to the exhibition of such feature in the theatre specified in the notice shall be deemed cancelled unless within five days after receipt of such notice, the distributor shall have mailed to the exhibitor a notice in writing of its denial of such claim and of its intention to arbitrate the controversy. The power¹³ of the arbitrator in deciding any such controversy shall be limited to making (1) a finding as to whether or not the feature is generally offensive in the locality served by the exhibitor's theatre on moral, religious, or racial grounds; and, if the finding be in the affirmative, (2) an award cancelling the license in so far as it relates to the exhibition of such feature in said theatre.

¹² See footnote 10 to Section IV.

¹³ (Section VII) See footnote 10 to Section IV.

VIII

Controversies arising upon the complaint of an exhibitor that the clearance¹⁷ applicable to his theatre is unreasonable shall be subject to arbitration under the following provisions:

It is recognized that clearance, reasonable as to time and area, is essential in the distribution and exhibition of motion pictures.

In determining whether any clearance complained of is unreasonable, the arbitrator shall take into consideration the following factors and accord to them the importance and weight to which each is entitled, regardless of the order in which they are listed:

(1) The historical development of clearance in the particular area wherein the theatres involved are located;

(2) The admission prices of the theatres involved;

(3) The character and location of the theatres involved, including size, type of entertainment, appointments, transit facilities, etc.;

(4) The policy of operation of the theatres involved, such as the showing of double features, gift nights, giveaways, premiums, cut-rate tickets, lotteries, etc.;

(5) The rental terms and license fees paid by the theatres involved and the revenues derived by the distributor defendant from such theatres;

(6) The extent to which the theatres involved compete with each other for patronage; and

(7) All other business considerations, except that the arbitrator shall disregard the fact that a theatre involved is affiliated with a distributor or with a circuit of theatres.

The power¹⁸ of the arbitrator in deciding any such controversy shall be limited to making (1) a finding as to whether or not the clearance complained of is unreasonable; and, if the finding be in the affirmative, (2) an award fixing the maximum clearance between the theatres involved which may be granted in licenses thereafter entered into by the distributor defendant which is a party to the arbitration. Subject to the provisions of Section

¹⁷ (Section VIII) Clearance means the period of time, fixed by agreement between a distributor and an exhibitor, prior to the expiration of which a feature licensed for prior exhibition in a theatre may not be exhibited in another theatre or theatres.

¹⁸ See footnote 10 to Section IV.

XVII hereof, the award may fix such maximum clearance under any then existing franchise or any license entered into pursuant to such franchise between such distributor defendant and any other party bound by this decree.

Any distributor defendant or any exhibitor affected by such an award may institute a further arbitration proceeding for a modification thereof upon the ground that since the making of the award the conditions with respect to the theatres involved therein have so changed as to warrant modification; and, in the event that the arbitrator finds that there has been such change,²² he shall make a redetermination of the maximum clearance.

Nothing contained in this Section shall be deemed to restrict, and no award made in any arbitration under this Section shall restrict, the exhibitor's right to license for any theatre any run which he is able to negotiate with any distributor, nor the distributor's right to license for any theatre any run which it desires to grant.

Nothing contained in this Section and no award hereafter entered in any arbitration in accordance with its provisions shall apply to licensing the exhibition of any special feature,²³ provided such special feature is licensed under an exhibition contract applicable only thereto, or to the right of a distributor defendant to include in such contract and to make a part thereof such special terms and conditions, including such special clearance provision or provisions, as such distributor shall fix, establish and enforce for and in connection with the exhibition of such special feature.

IX

In booking prints for exhibition by exhibitors competing on the same run in the same exchange district,²⁴ a distributor defendant shall not withhold delivery of prints available in its exchange from one exhibitor in order to give a competing exhibitor a prior playing date not provided for in his license. It is recognized that distributors must be permitted discretion in the ordinary course of

²² See footnote 10 to Section IV.

²³ For the purposes of this Section, a special feature means a feature which for a period of time is exhibited at generally advanced first-run admission prices.

²⁴ See footnote 5 to Section III.

booking and distributing films in an exchange district when too few prints are available in the exchange for the playing date desired by two or more theatres. In such cases this Section shall have no application.

Violations of this Section shall be subject to arbitration and, if the arbitrator finds²² that the distributor complained against has pursued a policy of withholding available prints from the complaining exhibitor in violation of this Section, he shall enter an award directing the distributor to discontinue such policy.

X

A. Controversies arising upon a complaint by an independent exhibitor²³ that a distributor defendant has arbitrarily refused to license its features for exhibition on the run requested by said exhibitor in one of said exhibitor's theatres which was in existence or which replaced²⁴ a theatre in existence at the date of this decree shall be subject to arbitration.

B. In any such arbitration no award shall be made against a distributor defendant unless the arbitrator shall first find the following facts:

(1) The complainant is an independent exhibitor and the theatre operated by him and specified in his complaint was in existence at the date of the decree or replaced such a theatre; and

(2) Such refusal of the distributor to license its features for exhibition in the complainant's theatre on the run requested by the complainant continued during a period of not less than three successive months; and

(3) The distributor during such period has licensed the features requested by the complainant on the run requested by him to a theatre (sometimes hereinafter re-

²² See footnote 10 to Section IV.

²³ An independent exhibitor, as used in this Section, is one wholly independent of any circuit of more than five theatres and not affiliated either by stock ownership, common ownership, common buying or otherwise with a circuit of more than five theatres and whose licenses are not negotiated by a buying combine or common buying agent negotiating for more than five theatres.

²⁴ A theatre shall not be deemed to have replaced such an existing theatre unless erected in the same neighborhood as one which was destroyed or permanently abandoned as a theatre, for the purpose of succeeding to its patronage, and with a seating capacity not more than 25 percent greater than that of the theatre replaced.

ferred to as a circuit theatre) which was in competition with the theatre specified in the complaint and which was a component of a circuit of not less than 15 theatres or which was affiliated either by stock ownership, common ownership, common buying or otherwise with a circuit of not less than 15 theatres or the licenses for which were negotiated by a buying combine or common buying agent negotiating for not less than 15 theatres; and

(4) The complainant's theatre has not available to it features sufficient in nature and quantity to enable it to operate on the run requested by the complainant; and

(5) (a) Subsequent to July 20, 1935 and prior to July 20, 1940 the complainant operated the theatre specified in his complaint on the same run as or on an earlier run than that enjoyed by the circuit theatre specified in the complaint; or

(b) Subsequent to July 20, 1940, and during the two consecutive motion picture seasons²² immediately preceding the filing of the complaint, the complainant operated the theatre specified in his complaint on the same run as or on an earlier run than that enjoyed by the circuit theatre specified in the complaint and during such period exhibited on such run substantially all the features released during such period by the distributor complained against; or

(c) Subsequent to July 20, 1935 and prior to July 20, 1940 the complainant demanded in writing²³ features for the theatre specified in his complaint from the distributor complained against on the same run as or on an earlier run than that enjoyed by the circuit theatre specified in the complaint; or the complainant had filed with a Local Clearance and Zoning Board or a Local Grievance Board under the Code of Fair Competition for the Motion Picture Industry approved pursuant to the National Industrial Recovery Act such a complaint which was not finally disposed of by administrative decision under said Code prior to May 27, 1935; or

(d) The complainant operated the theatre specified in his complaint for at least one year prior to the entry of this decree, and subsequent to July 20, 1935 and prior

²² A motion picture season means the period from September 1 of one year to August 31 of the next year.

²³ Demands in writing shall be deemed to include complaints in writing to the Department of Justice.

to July 20, 1940 a prior operator of said theatre had demanded in writing " features from the distributor complained against on the same run as or on an earlier run than that enjoyed by the circuit theatre specified in the complaint; or the complainant had filed with a Local Clearance and Zoning Board or a Local Grievance Board under the Code of Fair Competition for the Motion Picture Industry approved pursuant to the National Industrial Recovery Act such a complaint which was not finally disposed of by administrative decision under said Code prior to May 27, 1935; and

(6) Such refusal to license the exhibition of said features in the complainant's theatre specified in his complaint was in fact because the theatre licensed to exhibit them on the run requested by the complainant was a circuit theatre.

C. In determining whether the exhibitor's complaint is established by the evidence, the arbitrator shall take into consideration, among other things, the following factors and accord to them the importance and weight to which each is entitled, regardless of the order in which they are listed: the terms, if any, offered in respect of each of the two competing theatres; the seating capacity of each of said theatres; the capacity of each for producing revenue for the distributors; the character, appearance and condition of each, including its furnishings, equipment and conveniences; the location of each of said theatres; the character and extent of the area and population each serves; the competitive conditions in the area in which they are located; their comparative suitability " for exhibition of the distributor's features on the run requested; the character and ability of the exhibitor operating each and his reputation generally in the industry and in the community for showmanship, honesty and fair dealing; the policy under which each of the theatres has been operated and the policy under which the complainant proposes to operate his said theatre if he obtains the run requested; the financial responsibility of the ex-

¹ See footnote 26 to this Section.

² In considering this factor in situations where the exhibitor customarily exhibits features in two or more theatres on the same run in the same situation as a unit by contracting for groups of features on an "or" basis (i. e., for exhibition at one of two or more specified theatres) All of such theatres may be considered collectively as a unit.

hibitor operating each of said theatres; and the distributor's prior relations with each of the two theatres involved and with their owners and operators and any equities arising therefrom.

D. If in any such arbitration the arbitrator finds²⁰ for the complainant, he may enter an award against the distributor which shall not affect the license to exhibit any feature then under license to the circuit theatre but which shall prohibit such distributor from thereafter licensing its features for exhibition either in the circuit theatre specified in the complaint or the run requested by the complainant, or in the complainant's theatre specified in the complaint, on such run, otherwise then by a separate contract or agreement which shall not be a part of any contract or agreement for the licensing of features for exhibition in any other theatre or conditioned upon the licensing of features for exhibition in any other theatre.

E. After a final award in favor of a complaining exhibitor has been made under this section, such exhibitor may institute a further arbitration proceeding (to be held before the arbitrator who entered the original award, if available) upon the ground that such award has not been complied with in good faith by the distributor against which it was entered. If in any such proceeding the arbitrator shall find²⁰ that the distributor has not complied in good faith with the original award, the arbitrator may award damages to the exhibitor for loss resulting from the distributor's failure to comply with the original award but any such award of damages shall be purely compensatory.

Any further arbitration proceeding for an award of damages for violation of the original award must be commenced within sixty days after such violation has occurred, by filing a statement specifying the facts constituting each alleged violation for which damages are sought and the exhibitor's alleged damages resulting from each such alleged violation. No award of damages shall be made in any such proceeding for any violation of the original award not occurring within said sixty-day period, but prior violations may, in any such proceeding, be considered by the arbitrator as evidence bearing upon the question of the distributor's good faith.

²⁰ See footnote 10 to Section IV.

XI

(1) For a period of three years after the entry of the decree herein each of the consenting defendants will notify² the Department of Justice immediately of any legally binding commitment for the acquisition by it of any additional theatre or theatres.

(2) During such period each such defendant will also report² to the Department of Justice on or before the tenth day of each month the changes in its theatre position, if any, that have occurred during the preceding month, as follows, together with a statement of the reasons for such changes:

(a) Theatres contracted to be built, or under construction;

(b) Theatres lost or disposed of;

(c) Theatres acquired;

(d) Interests in theatres acquired, with a statement of the nature and extent of such interests.

(3) If upon receipt of such information the Department of Justice requests any such defendant to furnish further information with respect to any of the above transactions in which it is involved, such defendant will make a reasonable effort to supply such information promptly.

(4) No information furnished under subdivision (1), (2) or (3) hereof shall be divulged by any representative of the Department of Justice to any person other than a duly authorized representative of the Department of Justice, except in the course of legal proceedings to which the United States is a party, or as otherwise required by law.

(5) For a period of three years following the entry of this decree, no consenting defendant shall enter upon a general program of expanding its theatre holdings. Nothing herein shall prevent any such defendant from acquiring theatres or interests therein to protect its investment or its competitive position or for ordinary purposes of its business. Proceedings based on a violation of this sub-

²The notification and report shall include such commitments and changes as may have been made by corporations not parties to this decree which are controlled by such defendant. They shall also include such commitments or changes as may have been made by corporations in which such defendant owns a financial interest but which it does not control, if such defendant has received knowledge of such commitments or changes. Each defendant will request such corporations to notify it immediately of any such commitment or change.

division (5) shall be only by application to the Court for injunctive relief against the consenting defendant complained against, which shall be limited to restraining the acquisition, or ordering the divestiture, of the theatres or interests therein, if any, about to be acquired, or acquired, in violation of this Section.

XII

(a) If, prior to June 1, 1942, a decree shall not have been entered against the defendants United Artists Corporation, Universal Corporation and Columbia Pictures Corporation, requiring each of them to trade show its features before licensing the same for exhibition, Section III of this decree, after said date, shall be inoperative and of no binding force and effect upon the consenting defendants, or any of them, except with respect to licenses entered into prior to September 1, 1942, for the exhibition of features released prior to such date and subsequent to August 31, 1941.

(b) If, prior to June 1, 1942, a decree shall not have been entered against the defendants United Artists Corporation, Universal Corporation and Columbia Pictures Corporation, limiting the number of features which may be licensed in a single group, subdivision (a) of Section IV of this decree, after said date, shall be inoperative and of no binding force and effect upon the consenting defendants, or any of them, except with respect to licenses entered into prior to September 1, 1942, for the exhibition of features released prior to such date and subsequent to August 31, 1941.

(c) If, prior to June 1, 1942, a decree shall have been entered against the defendants United Artists Corporation, Universal Corporation and Columbia Pictures Corporation containing provisions requiring each of them to trade show its features before licensing the same for exhibition, any consenting defendant may at any time thereafter file herein a written notice of its election to be relieved from further compliance with Section III of this decree and to comply with said provisions of such decree against said defendants United Artists Corporation, Universal Corporation and Columbia Pictures Corporation, and thereupon an order or supplemental decree shall be entered herein on the application of the defendant or de-

defendants so electing which shall subject said defendant or defendants to such provisions of such other decree and entitle it or them to the benefits of any terms thereof providing for the suspension, modification or vacation of said provisions, and relieve it or them from further compliance with the provisions of Section III of this decree.

(d) If, prior to June 1, 1942, a decree shall have been entered against the defendants United Artists Corporation, Universal Corporation and Columbia Pictures Corporation containing provisions limiting the number of features which may be licensed in a single group, any consenting defendant may at any time thereafter file herein a written notice of its election to be relieved from further compliance with subdivision (a) of Section IV of this decree and to comply with said provisions of such decree against said defendants United Artists Corporation, Universal Corporation and Columbia Pictures Corporation, and thereupon an order or supplemental decree shall be entered herein on the application of the defendant or defendants so electing which shall subject such defendant or defendants to said provisions of such other decree and entitle it or them to the benefits of any terms thereof providing for the suspension, modification or vacation of said provisions, and relieve it or them from further compliance with the provisions of subdivision (a) of Section IV of this decree.

(e) If, prior to June 1, 1942, (1) a decree containing the provisions referred to in subdivision (a) hereof; or (2) a decree containing the provisions referred to in subdivision (d) hereof, or (3) a decree containing the provisions referred to in both of said subdivisions, shall have been entered against the defendants United Artists Corporation, Universal Corporation and Columbia Pictures Corporation, but an appeal therefrom has been taken or any of said provisions have not become operative and of full force and effect, then the operation of the provisions dealing with the same subject matter contained in Section III or subdivision (a) of Section IV of this decree shall be suspended and shall be of no binding force and effect upon any consenting defendant except with respect to licenses entered into prior to September 1, 1942, for the exhibition of features released prior to said date and subsequent to August 31, 1941, unless and until such decree shall become final and such provisions shall be in full force and effect against the defendants

United Artists Corporation, Universal Corporation and Columbia Pictures Corporation. After such decrees shall have become final, any consenting defendant may at any time exercise its right of election provided for in subdivisions (c) and (d) of this Section.

(f) If, at any time, an Act of Congress or a rule or regulation made pursuant to an Act of Congress shall require the trade showing of features before licensing the same for exhibition, each of the consenting defendants shall be relieved from further compliance with Section III of this decree, and if, at any time, an Act of Congress or a rule or regulation made pursuant to an Act of Congress shall limit the number of features that may be licensed in a single group, each of the consenting defendants shall be relieved from further compliance with subdivision (a) of Section IV of this decree. In either of such events any consenting defendant may at any time make application to this Court, of which notice shall be served upon Petitioner and all other consenting defendants, for an order relieving the consenting defendants, and each of them, from further compliance with Section III or subdivision (a) of Section IV of this decree, or both, as the case may be, and vacating the same, and thereupon this Court shall make and enter such an order.

(g) At any time after September 1, 1943, any consenting defendant may move to vacate the then effective provisions of Section III and subdivision (a) of Section IV of this decree by filing an application under oath stating that during any consecutive twelve months period preceding the filing of such application either (1) distributors of motion picture films have licensed 25 percent or more of the features released for exhibition in the United States otherwise than in accordance with the then effective provisions of Section III and subdivision (a) of Section IV of this decree²¹ or (2) 12½ percent or more of the total gross income from licenses for the exhibition of motion pictures in the United States, excluding the gross income of states rights exchanges, has been derived from pictures licensed otherwise than in accordance with the then effective

²¹ Or with corresponding then effective provisions of a decree against the defendants, United Artists Corporation, Universal Corporation and Columbia Pictures Corporation, referred to in subdivisions (c) and (d) of this Section.

tive provisions of Section III and subdivision (a) of Section IV of this decree.²²

Petitioner and all other consenting defendants shall be served with notice of the filing of such application.

Upon such application the Court shall enter an order relieving the defendants from further compliance with the provisions of Section III and subdivision (a) of Section IV of this decree, unless within sixty (60) days after service of such application Petitioner shall establish to the satisfaction of the Court that during said twelve months period less than 12½ percent of the total gross income from licenses for the exhibition of motion pictures in the United States excluding the gross income of states rights exchanges, had been derived from pictures licensed otherwise than in accordance with the then effective provision of Section III and subdivision (a) of Section IV of this decree.²³

(h) At any time after September 1, 1942, any consenting defendant may apply to the Court to vacate the provisions of Section III and subdivision (a) of Section IV of this decree, or the provisions of either of such Sections, and upon such application, the Court shall enter an order relieving the consenting defendants from further compliance with such provisions, upon such defendant showing to the satisfaction of the Court that subsequent to said date and by reason of the competition of persons not selling exclusively in accordance with said provisions of said Sections, or of either of them,²⁴ compliance by the applicant defendant with such provisions of said Sections, or of either of them, has substantially and adversely affected the applicant defendant's business.

XIII²⁵

Nothing contained in this decree shall apply to operations or activities of any consenting defendant outside of the continental United States²⁶ or to operations or

²² Or with corresponding then effective provisions of a decree against the defendants, United Artists Corporation, Universal Corporation and Columbia Pictures Corporation, referred to in subdivisions (c) and (d) of this Section.

²³ See footnote 31 to this Section.

²⁴ See footnote 31 to this Section.

²⁵ (Section XIII) The continental United States as used herein means the territory within the boundaries of the forty-eight states and the District of Columbia.

activities of any consenting defendant within the continental United States insofar as they relate to the distribution or exhibition of motion pictures outside of the continental United States.

XIV

Nothing contained in this decree shall be construed to limit or affect the right of any distributor defendant, prior to the general release of a motion picture, to road show such picture or to license or otherwise arrange for the road showing²² of such picture upon such terms and conditions as may be fixed by the distributor.

XV

The provisions of this decree shall not apply to any franchise which was signed prior to June 6, 1940, or to any license entered into pursuant to any such franchise, except that Section VIII hereof shall apply to all such franchises and such licenses between parties bound by this decree other than licenses referred to in Section XVII hereof.

XVI

No consenting defendant and no officer, director, agent or employee of any such defendant, shall be deemed to have violated any provision of this decree if the arbitration of disputes or controversies arising relative to the subject matter thereof is herein provided for, unless such defendant has refused to arbitrate such a dispute or controversy in the manner and under the conditions specified in this decree and in the Rules of Arbitration and Appeals which are filed herewith, as amended from time to time, or has failed or refused to abide by and perform the final award²³ made and entered in such an arbitration proceeding.

²² (Section XIV) Road showing is an exhibition at a theatre where a majority of the main floor seats for each evening performance are reserved and sold at an admission price of not less than one dollar.

²³ (Section XVI) for the purposes of this Section the final award in any arbitration proceeding under Section X of this decree shall be only a final award for damages as therein provided.

XVII

Nothing contained in this decree shall be construed to limit, impair or restrict in any way whatsoever the right of each distributor defendant²² to license the exhibition, or in any way to arrange or provide for the exhibition in such manner, upon such terms and subject to such conditions as may be satisfactory to it, of any or of all of the motion pictures which it may at any time distribute (1) in any theatre in the ownership, lease, management or operation, or in the proceeds or profits from the management or operation, of which it directly or indirectly, by stock ownership or otherwise, owns a financial interest at the time of the entry of this decree and also at the time of such license, and (2) in any theatre in the ownership, lease, management or operation, or in the proceeds or profits from the management or operation, of which such distributor defendant acquires after the date of the decree and owns at the time of such license, directly or indirectly, by stock ownership or otherwise, a financial interest of not less than 50 percent and (3) in any theatre in the ownership, lease, management, or operation, or in the proceeds or profits from the management or operation, of which a company in which such defendant owned not less than 42 percent of the common stock at the date of the decree and at the time of such license,²³ acquires after the date of the decree and owns at the time of such license, directly or indirectly, by stock ownership or otherwise, a financial interest of not less than 50 percent.

²² (Section XVII) For the purpose of this Section (1) defendant RKO Radio Pictures, Inc., or its successors, shall be deemed to have the same interest in the ownership, lease, management or operation or in the proceeds or profits from the management or operation of any theatre which Radio-Keith-Orpheum Corporation, or its successors, directly or indirectly, has; and (2) defendant Vitagraph, Inc., or its successors, shall be deemed to have the same interest in the ownership, lease, management or operation or in the proceeds or profits from the management or operation of any theatre which Warner Brothers Pictures, Inc., or its successors, directly or indirectly, has.

²³ In the case of the distributor defendant Twentieth Century-Fox Film Corporation, or its successors, the defendant National Theatres Corporation, or its successors, shall be deemed to be such a company if said distributor defendant owned not less than 42 percent of its common stock at the date of the decree and not less than 35 percent of its common stock at the time of such license, provided not less than 42 percent of its common stock is owned by Twentieth Century-Fox Film Corporation, or its successors, and by present or future officers or directors of National Theatres Corporation, or its successors.

XVIII

For the purpose of securing compliance with this decree, and for no other purpose, duly authorized representatives of the Department of Justice shall, on the written request of the Attorney General or the Assistant Attorney General in charge of antitrust matters, and on notice to any consenting defendant, reasonable as to time and subject matter, made to such defendant at its principal office, and subject to any legally recognized privilege, (1) be permitted reasonable access, during the office hours of such defendant, to all books, ledgers, accounts, correspondence, memoranda and other records and documents in the possession or under the control of such defendant, relating to any of the matters contained in this decree, and (2) subject to the reasonable convenience of such defendant, and without restraint or interference from it, be permitted to interview its officers or employees regarding any such matters, at which interview counsel for the officer or employee interviewed and counsel for the company may be present. Without in any way limiting the rights granted in the foregoing provisions of this Section each of the distributor defendants shall keep at its principal office current records, which shall be accessible for the purpose aforesaid, showing—

(1) The dates when and the places where each of its features is trade shown, the names of the trade publications wherein notice of each trade showing was published, and the dates of publication; the name and location (by town and exchange district *) of each theatre in which each feature is licensed for exhibition, and the date of license thereof;

(2) As to each license entered into by it, the date thereof and the names and location (by town and exchange district *) of the theatres involved, the names of the parties thereto and of the distributor's sales representative who negotiated the license, and the names of the features licensed for exhibition;

* See footnote 5 of Section III.

(3) All arbitration awards rendered against the distributor with a statement showing what the distributor has done to comply therewith.

Information obtained pursuant to the provisions of this Section shall not be divulged by any representative of the Department of Justice to any person other than a duly authorized representative of the Department of Justice except in the course of legal proceedings to which the United States is a party, or as otherwise required by law.

XIX

Except as otherwise expressly and specifically provided in this decree, nothing herein shall be construed to limit the right of any distributor defendant to select its own customers, to bargain with them in accordance with law, or to negotiate with or to license to or to accept any offer from any exhibitor to license its motion pictures or any number thereof upon such terms and conditions as it deems advisable or to its best interests.

XX

The provisions of Section III, of subdivision (a) of Section IV, of Section V and of Section X of this decree shall have application only with respect to features released in the United States after August 31, 1941.

XXI

Petitioner, by its counsel, has represented to the Court that the public interest requires that the provisions of this decree shall operate for a trial period of three years from the date of entry hereof. Petitioner has further represented to the Court, and each of the consenting defendants has consented to the entry of this decree upon the condition, that Petitioner will not for a period of three years after the entry of this decree, either in this action or any other action or proceeding against any such defendant seek either the relief or any thereof prayed in paragraphs (4), (5) and (6) of Section VIII of the Petition filed herein July 20, 1938, or in paragraph (5), (6), and (7) of Section VIII of the Amended and Supplemental Complaint

filed herein November 14, 1940, or otherwise seek to divorce the production or distribution of motion pictures from their exhibition; or to dissolve any such defendant or any corporation in which any such defendant has, directly or indirectly, a substantial stock interest and which is engaged in the exhibition of motion pictures or holds directly or indirectly a substantial stock interest in any corporation so engaged, or to dissolve or break up any circuit of theatres of any such defendant or of any such corporation, or to require any such defendant, corporation or circuit to divest itself of its interests or any thereof, direct or indirect, in motion pictures theatres in which it had an interest at the date of the entry of this decree.

XXII

1. The method and conditions of and the procedure for the arbitration of claims and controversies hereinbefore provided for in this decree, as well as the arbitration of claims and controversies provided for in any decree referring to this decree which may be entered by the District Court of the United States for the Northern District of Illinois, Eastern Division, in an action entitled "United States of America, Petitioner, against Balaban & Katz Corporation, et al., Defendants," modifying a consent decree entered in said action on April 6, 1932 and the arbitration of claims and controversies provided for in any decree referring to this decree which may be entered by the District Court of the United States for the Southern District of California, Central Division, in an action entitled "United States of America, Plaintiff, vs. West-Coast Theatres, Incorporated, et al., Defendants," modifying a consent decree entered in said action on August 21, 1930, shall be as specified in this Section and in the Rules or Arbitration and Appeals which are provided for hereinafter.

2. An arbitration system for the arbitration of claims and controversies referred to in this decree shall be administered by an impartial Administrator.

The Administrator shall establish and maintain an Arbitration Tribunal in each city in the United States in which three or more of the distributor defendants shall maintain exchanges.

The Administrator shall establish and maintain a panel of not less than ten arbitrators for each Arbitration Tribunal and shall establish and maintain suitable offices and personnel, including a clerk, for each Arbitration Tribunal and for the Appeal Board provided for herein-after. The Administrator shall have the power to appoint and remove members of the panels and personnel.

3. No person shall be appointed a member of any panel of arbitrators who has any financial interest in, or has or has had any connection with, the production, distribution or exhibition of motion pictures, or has or has had any interest in any motion picture theatre as landlord, lessor, or otherwise.

4. The American Arbitration Association is appointed Administrator of the arbitration system under this decree, and is authorized and directed to perform the duties and functions of such Administrator until further order of the Court.

Any successor to the American Arbitration Association as Administrator shall be appointed by the Court on the joint application and recommendation of the Petitioner and of a majority of the distributor defendants, except that if the Petitioner and a majority of the distributor defendants fail to join in making such application and recommendation the successor Administrator shall be appointed by the Court.

5. There shall be a Budget Committee consisting of three members, one of whom shall be appointed by the Administrator, one of whom shall be appointed by the distributor defendants, and one of whom shall be the Chairman of the Appeal Board. The Budget Committee shall budget the cost of the maintenance and operation of the arbitration system. Such budget for the first twelve months of the operation of the arbitration system shall not exceed four hundred ninety thousand dollars (\$490,000.00), except with the consent of a majority of the distributor defendants. The budget for each succeeding twelve months period shall not exceed four hundred sixty-five thousand dollars (\$465,000.00), except with the consent of a majority of the distributor defendants, provided, however, that the Court may, on the application of the Petitioner, and for good cause shown, order an increase in the budget for any year in such amount,

not exceeding fifty thousand dollars (\$50,000.00), as it may find necessary for the effective operation of the arbitration system.

6. Each arbitrator shall be selected and each arbitration proceeding shall be conducted in the manner prescribed by the Rules of Arbitration and Appeals which are filed herewith and are hereby approved. Such Rules may be amended or added to from time to time by the Administrator with the approval of a majority of the Appeal Board upon notice to the Petitioner and to the distributor defendants of such proposed amendments or additions and an opportunity for a hearing thereon. No amendment of or addition to such Rules shall change the qualifications of arbitrators as set forth in Rule II of such Rules or deny to any exhibitor or distributor defendant the right to intervene as a party in any proceeding by which it may be affected or deny to any party to an arbitration proceeding the right: to receive notice of all proceedings therein; to participate in the selection of arbitrators; to challenge the qualifications of arbitrators; to be represented by counsel or otherwise; to secure the production of witnesses and of evidence; to examine and cross-examine all witnesses; and to appeal to the Appeal Board from any adverse award. The Rules may provide for the arbitration of claims and controversies between distributor defendants and exhibitors other than claims or controversies referred to in subdivision 1 of this Section which by agreement between the parties thereto shall be submitted to the tribunal.

7. There shall be an Appeal Board which shall have jurisdiction to determine appeals from awards made by the Arbitration Tribunals. It shall consist of three members appointed by the Court, each of whom shall be a person of known impartiality and disinterestedness. Each such member shall be appointed for a term of three years and shall serve during such term unless he shall be removed by order of the Court or shall resign. Each member of the Appeal Board shall be eligible for reappointment.

If any member of the Appeal Board is disqualified from passing upon any appeal, or is temporarily unable because of illness, absence or other cause to act as a member of the Appeal Board, the Court may on application of one or more members of the Appeal Board appoint another

person of known impartiality and distinction to act as a temporary member of the Appeal Board in place of the member so disqualified or unable to act. The compensation of such temporary member shall be fixed by the Court.

One member of the Appeal Board shall be designated by the Court as the Chairman of the Board.

The members of the Appeal Board shall be compensated on an annual basis. The Chairman of the Board shall be paid twenty thousand dollars (\$20,000.00) per annum, and each of the other members of the Board shall be paid seventeen thousand five hundred dollars (\$17,500.00) per annum.

The Appeal Board shall have its offices in New York, New York.

8. The expenses of the arbitration system shall be paid out of a fund administered by the Administrator. Such fund shall be established and maintained: by filing fees provided for by the Rules of Arbitration and Appeals; by penalties imposed in accordance with the provisions of Sections IV and V of this decree, and by such additional amounts, to be paid by the distributor defendants, as may be determined by the Budget Committee from time to time to be necessary. Such amounts shall be assessed by the Administrator to and shall be paid by the several distributor defendants in amounts proportionate to their respective gross receipts from licenses for the exhibition of motion pictures in the United States. The proportionate gross receipts of such defendants during the 1939-40 motion picture season shall be used in determining the amount to be paid by each such defendant for the expenses of establishing the arbitration system and of maintaining it during the first twelve months of its operation. Thereafter the gross receipts for the motion picture season ending on the August 31st immediately preceding the start of the particular twelve months' period shall be used in determining such amounts.

Each distributor defendant shall inform the Administrator promptly after the end of each motion picture season of its total gross receipts during such motion picture season from licenses for the exhibition of motion pictures in the United States. Such information shall be

treated by the Administrator as confidential and shall not be divulged except as required by law.

9. Any person who has the right to institute an arbitration proceeding under any provision of this decree or of any other decree referred to in subdivision 1 of this Section may institute and prosecute such proceeding in the manner and subject to the conditions specified in the Rules of Arbitration and Appeals, upon the condition that such person file with the Clerk of the Arbitration Tribunal a submission, in the form and executed in the manner prescribed by the Administrator, which shall provide in substance that such complaint submits the controversy to arbitration and undertakes to abide by and to comply fully with whatever final award may be entered therein.

Any exhibitor or distributor who intervenes as a party in any arbitration proceeding as provided in the Rules of Arbitration and Appeals, shall file with the Clerk of the Arbitration Tribunal a submission, in the form and executed in the manner prescribed by the Administrator, which shall provide, in substance, that such intervenor submits to the arbitration and undertakes to abide by and to accept whatever final award may be entered therein.

Representatives of the Department of Justice, duly authorized in writing, shall be permitted reasonable access during regular office hours to all books, ledgers, accounts, correspondence, memoranda and other records and documents in the possession or under the control of the Appeal Board, of the Arbitration Tribunal, and of the Administrator, which relate to the arbitration system and to the arbitration of claims and controversies under this decree.

XXIII

Jurisdiction of this cause is retained for the purpose of:

(a) Enabling any of the parties to this decree to apply to the Court at any time for such orders and directions as may be necessary or appropriate for the construction or carrying out of this decree, for the enforcement of compliance therewith, and for the punishment of violations thereof;

(b) Enabling any of the parties to this decree to apply to the Court at any time for a modification of this decree in order to conform it to any Act of Congress enacted after the entry of this decree;

(c) Enabling any consenting defendant to make any application to the Court referred to in any provision of this decree;

(d) Enabling any of the parties to this decree to apply to the Court at any time more than three years after the date of the entry of this decree for any modification thereof;

(e) Enabling any consenting defendant to apply to the Court at any time more than three years after the date of the entry of this decree, to vacate this decree, or any modification thereof, or to vacate or modify any provision thereof, on the ground that under the economic or competitive conditions existing at the time of such application, this decree or any modification thereof, or any provision thereof, is inappropriate or unnecessary, or oppressive or unduly burdensome, regardless of whether or not such economic or competitive conditions are new or unforeseen. The right of each consenting defendant to make any such application and to obtain such relief is expressly reserved by them and is hereby expressly granted.

Whenever obligations or prohibitions are imposed upon the defendants by the laws of any State or by rules or regulations made pursuant thereto, with which the defendants by law must comply, the Court, upon application of the defendants, or any of them, shall from time to time enter orders relieving the defendants from compliance with any requirement of this decree in conflict with such laws, rules or regulations, and the right of the defendants to make such applications and to obtain such relief is expressly granted.

Any application by any party to this decree under the provisions of this Section shall be made in open court upon notice to all of the other parties to this decree, and each such party, upon such application, shall have the right and privilege of requiring the production of witnesses upon whose testimony such application is sought or op-

posed, and of examining and cross-examining such witnesses in accordance with the rules of the Court.

Dated November 20th, 1940.

HENRY W. GODDARD,
United States District Judge.

We hereby consent to the entry of the foregoing decree.
For the plaintiff:

(S) John T. Cahill,
JOHN T. CAHILL,
United States Attorney.

(S) Thurman Arnold,
THURMAN ARNOLD,
Assistant Attorney General.

(S) James V. Hayes,
JAMES V. HAYES,

(S) Robert E. Sher,
ROBERT E. SHER,

(S) Robert L. Wright,
ROBERT L. WRIGHT,

(S) A. H. Feller,
A. H. FELLER,

Special Assistants to the Attorney General.

For the Defendants:

PARAMOUNT PICTURES, INC., PARAMOUNT FILM DISTRIBUTING CORPORATION, By (s) THOMAS D. THATCHER, Thomas D. Thatcher, Simpson, Thatcher & Bartlett, 120 Broadway, New York, N. Y., Their Attorneys.

LOEW'S, INCORPORATED, By (s) JOHN W. DAVIS, John W. Davis, Esq., 15 Broad Street, New York, N. Y., (s) J. ROBERT RUBIN, J. Robert Rubin, Esq., 1540 Broadway, New York, N. Y., Its Attorneys.

RADIO-KEITH-ORPHEUM CORPORATION, RKO PICTURES, INC., RKO PROCTOR CORPORATION, RKO MIDWEST CORPORATION, By (s) WM. J. DONOVAN, William J. Donovan, Esq., Donovan, Leisure, Newton & Lombard, 2 Wall Street, New York, N. Y.; WILLIAM MALLARD, Esq., 1870 Sixth Avenue, New York, N. Y.; RALSTONE R. IRVINE, Esq., 2 Wall Street, New York, N. Y.; OTTO C. DOERING, JR., Esq., 2 Wall Street, New York, N. Y., Their Attorneys.

KEITH-ALBIE-ORPHEUM CORPORATION, By (s) MONROE GOLDWATER, Monroe Goldwater, Esq., GOLDWATER & FLYNN, 60 East 42nd Street, New York, N. Y., Its Attorneys,

WARNER BROS. PICTURES, INC., VITAGRAPH, INC.,
 WARNER BROS. CIRCUIT MANAGEMENT CORPORATION, By
 (s) JOSEPH M. PROSKAUER, Hon. Joseph M. Proskauer, 11
 Broadway, New York, N. Y.; (s) ROBERT W. PERKINS,
 Robert W. Perkins, Esq., 381 West 44th Street, New York,
 N. Y., Their Attorneys.

TWENTIETH CENTURY-FOX FILM CORPORATION, NA-
 TIONAL THEATRES CORPORATION, By (s) RICHARD H.
 DWIGHT, Richard H. Dwight, Dwight, Harris, Koegel &
 Caskey, 100 Broadway, New York, N. Y.; Their Attorneys.
 Filed: Nov. 20, 1940.

B. Rules of Arbitration

In the District Court of the United States for the
 Southern District of New York

Civil Action No. 87-273

UNITED STATES OF AMERICA, PLAINTIFF

v.

PARAMOUNT PICTURES, INC.; PARAMOUNT FILM DISTRIB-
 UTING CORPORATION; LOEW'S, INCORPORATED; RADIO-
 KEITH-ORPHEUM CORPORATION; RKO RADIO PICTURES,
 INC.; KEITH-ALBEN-ORPHEUM CORPORATION; RKO
 PROCTOR CORPORATION; RKO MIDWEST CORPORATION;
 WARNER BROS. PICTURES, INC.; VITAGRAPH, INC.; WAR-
 NER BROS. CIRCUIT MANAGEMENT CORPORATION; TWEN-
 TIETH CENTURY-FOX FILM CORPORATION; NATIONAL
 THEATRES CORPORATION; COLUMBIA PICTURES CORPO-
 RATION; SCREEN GEMS, INC.; COLUMBIA PICTURES OF
 LOUISIANA, INC.; UNIVERSAL CORPORATION; UNIVERSAL
 PICTURES COMPANY, INC.; UNIVERSAL FILM EX-
 CHANGES, INC.; BIG U FILM EXCHANGE, INC.; AND
 UNITED ARTISTS CORPORATION, DEFENDANTS

RULES OF ARBITRATION AND APPEALS PURSUANT TO SUB-
 DIVISION 6 OF SECTION XXII OF THE DECREE IN THE
 ABOVE ENTITLED ACTION

I. Initiation of arbitration

An arbitration proceeding shall be initiated by filing
 with the Clerk of the Tribunal having jurisdiction of the

controversy a Demand for Arbitration and a submission as provided in subdivision 9 of Section XXII of the Decree, and by paying a filing fee of \$10.00 to the Clerk of the Tribunal.

Filed herewith and made a part of these Rules is a map¹ showing the territory throughout which each Arbitration Tribunal shall have jurisdiction (each of which territories is hereinafter called an Arbitration District), and the city in each such Arbitration District in which the Arbitration Tribunal shall be located. The Tribunal having jurisdiction in a particular proceeding shall be the Tribunal maintained pursuant to Section XXII of the Decree in the Arbitration District in which the complainant's theatre is located, except that when a distributor institutes an arbitration proceeding the Tribunal having jurisdiction shall be the Tribunal in the Arbitration District in which the theatre involved is located.

The Demand for Arbitration shall be signed by the complainant and shall set forth:

The name and address of the complaining party; the name and address of each theatre involved in the controversy; the name and address of each exhibitor or distributor against whom complaint is made (hereafter sometimes referred to as a defending party); the name and address of each other exhibitor and distributor whose business or property it is believed by the complainant may be affected by an award in the proceeding; and a brief statement in simple language of the claim and the relief sought.

At the time of filing the Demand the complainant shall deliver to the Clerk of the Tribunal sufficient copies of the Demand to enable the Clerk to deliver one copy to each defending party and to each other exhibitor and distributor named in the Demand, and the Clerk shall forthwith make such delivery.

Within seven days after the date on which the Clerk of the Tribunal delivers a copy of the Demand to a defending party, such party may sign and file with the Clerk of the Tribunal a list giving the name and address of each exhibitor or distributor not named in the Demand whose business or property it is believed by such party may be affected by an award in the proceeding.

¹ Not printed herein.

The Clerk of the Tribunal shall forthwith deliver a copy of the Demand to each exhibitor and distributor named in any list filed by a defending party.

Any exhibitor or distributor named either in the Demand or in any list filed by any defending party and any other exhibitor or distributor whose business or property may be affected by an award in the proceeding may, at any time prior to the commencement of the first hearing, intervene and thereby become a party to the proceeding by filing with the Clerk of the Tribunal a statement which shall set forth his interest as an intervenor in the proceeding and a submission as provided in subdivision 9 of Section XXII of the Decree and by paying a filing fee of \$10.00 to the Clerk of the Tribunal. The Clerk of the Tribunal shall forthwith deliver notice of each intervention to each other party to the proceeding.

Any party who intervenes more than fifteen days after the filing of the Demand shall not be entitled to participate in the selection of the arbitrator.

If, at any time after the fifteenth day following the filing of the Demand and prior to the appointment of an arbitrator, all parties to a proceeding who became parties, by intervention or otherwise, on or before said fifteenth day shall by written agreement select another Tribunal as the Tribunal having jurisdiction and file such agreement with the Clerk of the Tribunal originally having jurisdiction, jurisdiction of the proceeding shall thereby be transferred to the Tribunal so selected. Thereafter no further proceedings shall be had in the Tribunal originally having jurisdiction except that the Clerk thereof shall forthwith deliver notice of such transfer to the American Arbitration Association and shall forthwith deliver the entire file in such proceeding to the Clerk of the Tribunal so selected, who shall forthwith take the action prescribed in Rule III for the appointment of an Arbitrator from the Panel of Arbitrators for his Tribunal.

II. QUALIFICATIONS OF ARBITRATORS

No person shall be appointed a member of a Panel of Arbitrators established in accordance with the Decree who has any financial interest in, or has or has had any connection with, the production, distribution or exhibition of motion pictures, or has or has had any interest in any motion picture theatre, as landlord, lessor or otherwise.

No member of a Panel shall serve as an arbitrator in any proceeding if he has or has had any financial or other relations with any party to the proceeding, or has any interest in the result of the proceeding, or has any personal bias, which might prejudice the right of any party to a fair and impartial award.

III. APPOINTMENT OF ARBITRATORS

Not less than fifteen nor more than seventeen days after the filing of the Demand in accordance with Rule I, the Clerk of the Tribunal shall deliver to each party an identical list of arbitrators selected from the Panel of Arbitrators for the purpose of enabling the parties to indicate thereon their preference of arbitrators. If the Clerk of the Tribunal does not receive the list from any party within seven days after the delivery of the list to such party, all the names on such list shall be deemed acceptable to such party.

The Clerk of the Tribunal shall forthwith appoint an arbitrator from the names indicated as acceptable to all parties. In the event no name appears from the lists to be acceptable to all parties, or that none of those shown to be acceptable is available, the American Arbitration Association shall appoint an arbitrator from the remaining members of the Panel.

Not less than sixteen days after the filing of the Demand and prior to the appointment of an arbitrator (or in the case of an arbitration of a controversy under either Section IV or Section VII of the Decree, at any time prior to the appointment of an arbitrator), the parties to any controversy may by written agreement unanimously appoint one or more arbitrators from the Panel of Arbitrators to arbitrate such controversy, by filing such agreement with the Clerk of the Tribunal.

No irregularity in the appointment of an arbitrator shall affect the validity of the proceeding or of the award.

Notice of appointment shall forthwith be given to the arbitrator by the Clerk of the Tribunal, and a signed acceptance obtained.

IV. REMOVAL OF ARBITRATOR AND FILLING OF VACANCY

Upon written application of any party prior to the date the arbitrator's award becomes final, the American Arbitration Association shall, upon proof satisfactory to it that

an arbitrator is disqualified under Rule II, revoke the appointment of such arbitrator and declare the office vacant and the award, if any, vacated. No such action shall be taken by the American Arbitration Association in any case where an award has been made unless the applicant party shall have given five days' notice of its application to all other parties. Unless application for disqualification is made immediately following a party's discovery of the reason therefor, such party shall be deemed to have waived such disqualification.

The American Arbitration Association also may revoke the appointment of an arbitrator at any time by reason of his neglect, refusal or failure to perform the duties of his office.

If the appointment of an arbitrator is revoked, or if by reason of resignation, death or illness an arbitrator is unable to perform the duties of his office, a new arbitrator shall forthwith be appointed by the Clerk of the Tribunal from among the names acceptable to the parties or by the American Arbitration Association, in accordance with the second paragraph of Rule III.

V. HEARINGS

Hearings shall be held at the office of the Arbitration Tribunal having jurisdiction of the controversy involved or at such other place in the same Arbitration District as may be agreed upon by the parties with the consent of the arbitrator.

Hearings shall commence as promptly as possible after the appointment of the arbitrator.

The arbitrator shall fix the time of the beginning of the hearing and may adjourn the hearing from time to time.

The Clerk of the Tribunal shall deliver to the parties written notice of the name of the arbitrator and of the time and place of the beginning of the hearing at least five days prior thereto, unless such notice is waived by the parties.

VI. PROCEDURE AT HEARINGS

The arbitrator shall take the oath of office in the form prescribed by the Administrator before commencing the hearing.

Parties may be represented by counsel or by others.

Each party shall have the right to examine or cross-examine all witnesses.

Witnesses shall testify under oath or its legal equivalent.

Evidence shall be received only at hearings of which all parties shall have had due notice and the arbitrator in making his award shall consider only evidence so received and such inspections as he may make hereunder.

The arbitrator shall have power to require any party to produce such records or documents as the arbitrator may deem necessary to a proper determination of the controversy. In lieu of producing or offering original records or documents, any party may, with the approval of the arbitrator, produce or offer sworn copies thereof or sworn excerpts of the relevant or material portions thereof. If any party challenges the authenticity, correctness or adequacy of such documents or excerpts, the arbitrator shall determine such authenticity, correctness or adequacy. All exhibits offered in evidence shall be numbered and so marked as to indicate whether or not they were received.

The arbitrator shall be the judge of the relevancy and materiality of the evidence offered and conformity to legal rules of evidence shall not be necessary.

Whenever the arbitrator deems it necessary he may make an inspection in connection with the subject matter of the controversy upon notice to the parties.

The arbitrator may hear argument and receive briefs.

VII. CLOSING AND REOPENING THE PROCEEDING

After all parties have indicated that they have no further evidence to offer, the arbitrator shall declare the proceeding closed.

Prior to the expiration of the time for making an award the arbitrator may reopen the proceeding upon his own initiative, or for good cause upon the written application of any party on five days notice to all other parties.

At any time within twenty days after the award has been filed the arbitrator may also reopen the proceeding for the purpose of correcting inadvertent errors in the award.

VIII. DEFAULTS AND WITHDRAWALS

If any party to a proceeding defaults by failure to comply with the fourth paragraph of Rule XI or withdraws from the proceeding after an arbitrator is appointed, the

proceeding shall nevertheless continue to an award unless all other parties to the proceeding consent to a dismissal. A party who defaults or withdraws shall not be entitled to participate further in the proceeding but shall be bound by the award.

IX. POWERS OF ARBITRATORS

The arbitrator shall have the powers and shall perform the duties granted to and imposed upon him by the Decree and these Rules, and in making his award he shall comply with the Decree and these Rules.

X. AWARDS

The award shall be filed with the Clerk of the Tribunal within thirty days from the date of closing the proceeding, or from the date fixed by the arbitrator for the filing of briefs, whichever is later.

The award shall be specific, shall contain such findings as are required by the Decree and shall be signed by the arbitrator and acknowledged before a notary public or other officer duly authorized to administer oaths.

• In his award the arbitrator shall assess costs against the losing party or parties or apportion them among the parties as he may deem proper. Costs shall be limited to the arbitrator's fee and the filing fees.

The Clerk of the Tribunal shall forthwith deliver a copy of the award and any corrected award to each party, with the date of filing endorsed thereon.

The award, or, if corrected, the corrected award, shall become final and binding upon the parties upon the expiration of the time for filing a notice of appeal therefrom, unless an appeal is taken in accordance with these Rules.

XI. ARBITRATOR'S FEES

The American Arbitration Association shall fix for each Arbitration District the per diem rate of the arbitrator's fee, which in no event shall exceed \$50.00 per diem. The arbitrator shall be entitled to the per diem fee for each day or part thereof that he shall attend a hearing or make an inspection.

Any expenses incurred by an arbitrator in making inspections as provided in Rule VI, and in conducting hear-

ings at other places than the Tribunal office as provided in Rule V, shall be borne equally by the parties.

No other compensation or expenses and no gratuities or benefits of any kind shall be paid to or conferred upon an arbitrator by any party.

Prior to the commencement of each day's hearing or inspection, each party to the proceeding shall deposit with the Clerk of the Tribunal a sum equal to the arbitrator's per diem fee. Failure to make such deposit shall constitute a default.

After the award is filed, the arbitrator shall be paid his fee out of the sums deposited by the parties to the proceeding. The Clerk of the Tribunal shall return any undisbursed sums to the parties entitled thereto upon the final disposition of the controversy.

XII. STENOGRAPHIC COST¹

The Clerk of the Tribunal shall make the necessary arrangements for the taking of a stenographic record of the testimony when such a record is requested by one or more of the parties, who shall deposit the cost thereof with the Clerk of the Tribunal.

Any party desiring a transcript of the stenographic record of the hearing shall pay the cost thereof and in the event that such party did not pay the cost of taking the stenographic record it shall reimburse the other party or parties for the cost thereof.

XIII. EXTENSIONS OF TIME

The parties may in writing unanimously agree to extend the time specified in any of the foregoing Rules and, except as to Rule X, the arbitrator may extend such time upon the written application of any party upon five days notice to all other parties.

XIV. NOTICE OF APPEAL

Any party to a proceeding may appeal from an award by filing a notice of appeal with, and paying a filing fee of \$25.00 to the Clerk of the Tribunal in which the award

¹ Under Rule XIV no appeal can be taken unless three copies of the transcript of the record or an abbreviation thereof are filed with the Clerk of the Tribunal.

was made, not later than twenty days after the date of filing of the award or the corrected award. The clerk of the Tribunal shall forthwith deliver a copy of the notice of appeal with the date of filing endorsed thereon to each party to the proceeding and to the Clerk of the Appeal Board.

The appellant shall have made at his own expense, and, within ten days after filing the notice of appeal, shall file with the Clerk of the Tribunal in which the award was made, three copies of the transcript of the stenographic record of the hearing or such abbreviation thereof as may be agreed upon by the parties.

XV. RECORD ON APPEAL

Upon receipt of the three copies of the transcript or an agreed abbreviation thereof filed by the appellant the Clerk of the Tribunal shall forthwith prepare the record on appeal which shall consist of the following:

1. The Demand for Arbitration and the submission.
2. Statements and submissions of intervening parties.
3. Notice of appointment and signed acceptance of the arbitrator.
4. Clerk's record of hearing.
5. Three copies of the transcript of the stenographic record of hearing or such abbreviation thereof as may have been agreed upon by the parties.
6. Exhibits received in evidence and exhibits offered but not received in evidence, except such as may be omitted by stipulation of the parties.
7. The award.

Unless otherwise directed by the Appeal Board, the record on appeal shall remain on file in the Tribunal until the expiration of the time for filing of all briefs as provided in Rule XVI.

Immediately upon the expiration of such time the Clerk of the Tribunal shall transmit the record on appeal to the Clerk of the Appeal Board.

XVI. PROCEEDINGS ON APPEAL

Within thirty days after the filing of the notice of appeal, each party shall deliver a copy of his brief on appeal to every other party and file with the Clerk of

the Appeal Board six copies of such brief with proof of delivery of a copy thereof to each other party.

Within forty days after the filing of the notice of appeal, each party shall deliver a copy of any answering brief to each other party and file with the Clerk of the Appeal Board six copies of such brief with proof of delivery of a copy thereof to each other party.

Upon the written agreement of all parties the Appeal Board shall, and upon its own initiative may, order oral argument. At any time not later than five days after the expiration of the time for filing answering briefs any party may apply to the Appeal Board for permission to present oral argument. Such application shall be in writing, shall state the reasons therefor and shall be filed with the Clerk of the Appeal Board, together with proof of delivery of a copy thereof to each other party. Any objection to such application shall be made in writing and filed with the Clerk of the Appeal Board, together with proof of delivery of a copy thereof to each other party, within five days after the filing of the application. The ruling on such application shall be made by the Appeal Board forthwith after the expiration of the five-day period allowed for the filing of objections, and a copy of the ruling shall forthwith be delivered by the Clerk of the Appeal Board to all parties.

When the Appeal Board has ordered oral argument it shall fix the date thereof. The Clerk of the Appeal Board shall deliver to the parties notice in writing of the time and place of such argument, at least ten days prior thereto.

Oral arguments shall be heard by the Appeal Board only in New York, New York.

XVII. DECISION AND OPINION OF THE APPEAL BOARD.

All members of the Appeal Board shall pass on all appeals and, except as provided in Rule XIX, on all other matters, and the concurrence of two shall be necessary to a decision.

The decision of the Appeal Board together with an opinion stating the reasons therefor shall be in writing and signed by the members of the Appeal Board or a majority thereof. The decision shall be acknowledged before a notary public or other officer duly authorized to

administer oaths. The decision and opinion shall be filed with the Clerk of the Appeal Board, who shall forthwith file a copy thereof with the Clerk of the Tribunal and shall forthwith deliver a copy thereof to each of the parties. The Clerk of the Tribunal shall forthwith notify each of the parties of the date of filing with him.

The Appeal Board in its decision may affirm, modify, correct or reverse the award of the arbitrator, including provision for costs therein, or may remand the proceeding to the Tribunal for a rehearing or for further action in accordance with the decision of the Appeal Board.

The Appeal Board in its decision may assess the cost of the stenographic record and of the transcript thereof against the losing party or parties or apportion it among the parties, as it deems proper.

XVIII. PROCEEDINGS SUBSEQUENT TO DECISION OF APPEAL BOARD

Unless the Appeal Board remands the proceeding to the Tribunal or reopens the proceeding as hereinafter provided, the decision of the Appeal Board shall become the final award and shall become binding on all parties ten days after it is filed with the Clerk of the Tribunal.

When the Appeal Board remands a proceeding the arbitration shall thereupon proceed in accordance with the decision of the Appeal Board.

Within ten days after the decision of the Appeal Board has been filed with the Clerk of the Tribunal, the Appeal Board may reopen the proceeding for the purpose of correcting inadvertent errors. In such case the corrected decision shall be signed and acknowledged, and copies thereof shall be delivered and filed as provided in Rule XVII. Such corrected decision, unless it remands the proceeding to the Tribunal, shall become the final award and shall become binding on all parties when it is filed with the Clerk of the Tribunal, or ten days after the decision corrected thereby was filed with the Clerk of the Tribunal, whichever is later.

XIX. EXTENSION OF TIME

The parties may, by written agreement, extend the time specified in any of the Rules relating to appeals, and any member of the Appeal Board may do so upon the written

application of any party made upon five days' notice to all other parties.

XX. SUBMISSION OF OTHER CONTROVERSIES

Controversies between exhibitors and distributors other than those referred to in subdivision I of Section XXII of the Decree may be submitted to the arbitration system by the parties thereto, provided:

a) At least one of the parties thereto is a distributor defendant as defined in the Decree; and

b) A submission in writing setting forth the controversy to be arbitrated is signed by all the parties thereto and filed with the Clerk of the Tribunal having jurisdiction.

These Rules in so far as they are applicable, shall apply to the arbitration of such controversies except as the submission may otherwise provide and except that no exhibitor or distributor may intervene therein.

XXI. ACCESS TO RECORDS

At no time shall access to the record of any proceeding or appeal be permitted to any person not a party, except that awards, decisions, and opinions may be made public.

XXII. DEFINITIONS

"Decree" means the Consent Decree dated November 20, 1940, entered in the District Court of the United States for the Southern District of New York in an action entitled "United States of America v. Paramount Pictures, Inc., et al."

"Arbitration Tribunal" and "Tribunal" mean the Tribunal established by the American Arbitration Association in any city as provided in the Decree.

"Clerk of the Tribunal" means the Clerk of the Arbitration Tribunal having jurisdiction.

"File with the Clerk" means actual receipt by the Clerk.

"Deliver" or "Delivery" means either personal delivery or the placing of the document in the mails properly stamped and addressed to the person intended to receive such document.

"Proof of Delivery" means an admission of delivery or an affidavit of personal delivery or of mailing.

"Award" means award and findings.

"Person" means any individual, partnership, unincorporated association, or corporation.

The above Rules of Arbitration and Appeals are hereby approved.

November 20th, 1940.

(S) HENRY W. GODDARD,
United States District Judge.

Filed Nov. 20, 1940.

V. GOVERNMENT'S DIGESTS OF DECISIONS AND AWARDS UNDER THE CONSENT DECREE

A. Appeal Board Decisions

Ex. 1 (R. 276, 305-8). Appeal Board Decision No. 10, decided November 14, 1941:

A. *Unfair practices*.—Situation where a defendant has more than one theatre in a community—control over the playing time of other theatres.

B. *Complainant*.—Kogod and Buka, independent operators of Apex theatre in Washington, D. C.

C. *Nature of complaint*.—Unreasonable clearance given Warner theatres Calvert and Uptown over Apex by Loew: Section VIII of consent decree involved.

D. *Decision*.—Clearance unreasonable.

E. *Situation as stated in Appeal Board's opinion*.—
The Appeal Board said:

"Uptown and Calvert are both owned and operated by the same exhibitor. There is no clearance between them. Both theatres, so far as the existing contracts are concerned, enjoy the same run. The exhibitor, however, in practice exhibits pictures in one of these theatres before the other. At one time the pictures were shown in the Uptown first and then in the Calvert. They are now shown in the Calvert before being shown in the Uptown. At the will of the exhibitor they may at any time be again played at the Uptown first. The record shows that the Calvert plays very few of its pictures on, or immediately after, its availability date. It delays playing many of its pictures from ten to sixteen

days after availability. Uptown plays many of its pictures on or ahead of its availability date. The actual playing dates, however, at Calvert and Uptown have been such as to prevent, under existing clearances, Apex from having pictures available for it to play until an unreasonably long time has elapsed after completion of the first run downtown. This is unfair to Apex and the existing clearances against it are unreasonable."

Ex. 1. Appeal Board Decision, No. 12, decided December 5, 1941:

- A. *Unfair practices*.—Clearance given circuit operator to preserve its local monopoly—clearance imposed without written contract.
- B. *Complainant*.—Esquire-Great Neck Corporation, operator of Squire Theatre at Great Neck, Long Island.
- C. *Nature of Complaint*.—Unreasonable clearance imposed on Squire Theatre in favor of the Playhouse, a Skouras theatre, and the Little Neck Theatre, by Fox, Warner, Loew, Paramount, and R.K.
- D. *Decision*.—Unreasonable clearance reduced.
- E. *Situation as stated in Appeal Board's opinion*.—The Appeal Board quotes from the arbitrator's decision as follows:

"So far as Great Neck is concerned, the Arbitrator is convinced, and, therefore, finds that the historical development of clearance has been based upon the desire of the Playhouse to exclude all competition from the town in which it enjoyed a monopoly for seventeen years.

Ex. 1. Appeal Board Decision No. 18, decided February 17, 1942:

- A. *Unfair practices*.—One defendant's affiliate given 1st runs in all circuit towns—unreasonable clearance, even though not expressed in writing.
- B. *Complainant*.—B. R. McLendon, operating the State and Texas Theatres in Atlanta, Texas.
- C. *Nature of complaint*.—Unreasonable clearance given Paramount-Richards Theatres, Inc., Theatres in Texarkana by Fox, RKO, and Warner.

D. *Decision.*—Unreasonable clearance reduced from 28 days to 1 day.

E. *Situation as stated in Appeal Board's opinion.*—In this case RKO admitted that it gave the Texarkana theatres a 30-day clearance. The other defendants took the position that no clearance existed by agreement in favor of Texarkana over Atlanta and that there was nothing to arbitrate. Texarkana was found to be 28 miles from Atlanta. The Appeal Board found to the contrary and stated as follows:

"The only other contract in evidence is that between Paramount-Richards, Inc., and Fox, dated September 9, 1941. It covers only five features, but provides for their exhibition in fifty theatres in seventeen different cities and towns, including the Paramount and Strand Theatres in Texarkana. It provides that each theatre has first run, presumably in its respective community. There is no clearance against any of these theatres. On the face of the contract, therefore, all of these fifty theatres, including the two in Texarkana, are entitled to play on exchange release date.

"The contract situation affecting Texarkana and Atlanta is, then, that Texarkana is entitled to play pictures on exchange-release date, while Atlanta must wait at least forty-five days after exchange-release date before it can play. In practice the actual clearance of Texarkana over Atlanta is the number of days which elapse between the end of the run of a picture in Texarkana and forty-five days after the picture was released by the exchange. Inasmuch as the distributor is not required to give Atlanta the picture until the expiration of sixty days, the period of waiting time may be even longer. To hold upon such a state of facts that Texarkana has no clearance over Atlanta which can be arbitrated under Section VIII, would be highly technical and would in our opinion tend to nullify the purpose of Section VIII.

"Complainant opened his first theatre in Atlanta in 1935. For some two years he was not subjected to any clearance, nor was there any availability clause in his contracts. Later on Texarkana was granted a thirty-day clearance over Atlanta. Then, as a result of an antitrust suit commenced by complainant, the availability clause, heretofore quoted, was inserted in his contracts. Vitagraph claims that this clause has been eliminated from its contracts with complainant and that this proceeding should therefore be dismissed as to it. But its 1940-41 contract with complainant included this clause and that contract had not been completed when the demand for arbitration was filed. Furthermore, on the hearing Vitagraph's representative refused to stipulate that the clause would not be reinstated in future contracts. Vitagraph is a proper party."

Ex. 2 (R. 276, 305-8). Appeal Board Decision No. 24, decided May 4, 1942:

- A. *Unfair practices.*—Changing availability after affiliated theatre comes into hands of independent—unreasonable clearance.
- B. *Complainant.*—Dipson Theatres, Inc., operating the Bailey Theatre in Buffalo, New York.
- C. *Nature of complaint.*—While the Kensington and Bailey theatres were operated by affiliated interests the two theatres had the same availability. After acquisition of the Bailey by the complainant, the Kensington, for the most part was given not only a prior run but also clearance over the Bailey. Complaint against Fox, R. K. O., Loew, Paramount, and Warner.
- D. *Decision.*—Complaint dismissed as to Loew and Paramount because of their interest in the Kensington. Clearance reduced.
- E. *Situation as stated in Appeal Board's Opinion.*—
 "Subdivision 7 of Section VIII requires an Arbitrator to disregard the fact that a theatre involved is affiliated with a distributor or with a circuit of theatres. This means, as counsel for producers have often stated in their briefs, that the theatres

involved in these clearance cases should be judged on their merits as theatres and not otherwise. This just and salutary rule should be equally applicable to the producers themselves. Applying that test, the Bailey theatre is fairly entitled to the same treatment accorded to it by these defendants prior to its acquisition by the complainant. By reason of this change of ownership only, the defendants, with the exception of Vitagraph, have attempted to deprive the Bailey theatre of the run and playing position which it had held for many years. This is an obvious injustice."

Ex. 2. Appeal Board Decision No. 27, decided June 22, 1942:

- A. *Unfair practices*.—Domination of exhibition in metropolitan area by one defendant-system of distribution in area originated by a defendant producer-exhibitor acquiesced in by other defendants; unreasonable clearance over independent theatre; defendant producer-exhibitor favoring own theatre over theatre which is its customer.
- B. *Complainant*.—Dickinson, Inc., operating Dickinson Theatre in Mission Township outside of Kansas City, Mo.
- C. *Nature of complaint*.—Unreasonable clearance given affiliated theatres in Kansas City by Loew, Fox, RKO, Paramount, and Warner.
- D. *Decision*.—Unreasonable clearance reduced as to Plaza Theatre and eliminated as to 4 other theatres. Clearance of 56 days after first run reduced to 14 days.
- E. *Situation as stated in Appeal Board's opinion*.—The Appeal Board said:

"The intervenor, Fox Kansas City Corporation, operates some fifteen theatres in Kansas City, Missouri. It is an affiliate of Twentieth Century-Fox Film Corporation within the meaning of Section XVII of the Decree. The record shows that Fox and this affiliate have been the dominating factors in the distribution of pictures in Kansas City proper and to a lesser extent in the suburban area. The system of distribution,

originated in 1935 by Fox, was acquiesced in by the other distributors.

"There are five large, high class, first run theatres in Kansas City, Missouri, each owned and operated by an affiliate of one of the defendants. * * *

"The system under which pictures are exhibited in Kansas City, Missouri, and in neighboring areas comprising what is known as Greater Kansas City, is one fixed by 'availabilities' after the first run downtown theatres. Specific clearances are not granted to theatres having availabilities after first run nor are specific clearances fixed between subsequent run theatres. * * *

"The Kansas City system of distribution, based on availabilities after first run downtown, is similar to the systems prevailing in Columbus, Oakland and Chicago, where the Board has held that the actual clearance of a prior run theatre over a subsequent run theatre is the number of days lapsing between the last showing of a picture at a prior run theatre and the time when that picture becomes available to a subsequent run theatre. * * *

The Appeal Board held that no clearance was justified in favor of the Isis, Waldo, Brookside, and Waldo over the Dickinson.

All the distributor defendants except Vitagraph challenged the authority of the arbitrator to make any award affecting the clearance granted by them to theatres with which they were affiliated and the Appeal Board reversed the arbitrator's denial of their motion.

Ex. 2. Appeal Board Decision No. 35, decided August 21, 1942:

A. Unfair practices.—Withholding pictures from an independent who was building a theatre in order to give them to a circuit which made plans to build in some vicinity after the independent's plans were projected.

B. Complainant.—Lakeview Theatres, Inc., operating the Lakeview Theatre in Lakeview, a suburb of New Orleans.

C. *Nature of complaint.*—Paramount and RKO and Warner's reserving first run for a theatre of a circuit built after complainant's theatre was opened. Section VI complaint.

D. *Situation as stated in Appeal Board's opinion.*—It appeared that Lakeview Theatres, Inc., was organized in July 1941, construction was begun on September 10, and was opened January 28, 1942. In July, first suburban run was requested from the defendants for the theatre and all except Warner replied indicating a willingness to negotiate.

By September 1941 the United Theatres, Inc., a circuit, was planning to build a theatre near the Lakeview. In the fall of 1941 the complainant was informed by RKO and Warner that it could not have suburban first run and RKO and Warner licensed their films to the United Theatres, Inc., for a theatre not yet in operation. The United Theatre did not open until after the Lakeview theatre was opened. Complainant negotiated with Paramount for first suburban run and while involved in a dispute as to terms Paramount home office negotiated a contract with United Theatres licensing certain films on first suburban run to any theatre which United Theatres might construct in Lakeview. This provision was included in an agreement which covered all the theatres owned by United Theatres, Inc.

"The apparent purpose of the defendants was to require complainant to await the opening of the theatre to be operated by United Theatres, Inc., before exhibiting defendant's films on any run. The terms and conditions of the offers were, as to each of the defendants, calculated to defeat the purpose of Section VI. Each offer imposed a limitation upon the license offered to the complainant which was essentially unjust and unreasonable. Standing alone in its area, as the Lakeview did at this time, it was entitled to a first run in that area. For a first run alone was possible under such circumstances.

"The offer of old films from the 1940-41 season was not a compliance with Section VI."

Ex. 2. Appeal Board Decision No. 40, decided October 5, 1942:

- A. *Unfair practices.***—Inability of an independent exhibitor to secure pictures from defendants on reasonable terms because of defendants' dealings with his circuit opposition—fixing of admission prices to benefit circuit theatre.
- B. *Complainant.***—Louis M. Sosna operating the Sosna Theatre in Mexico, Mo.
- C. *Nature of complaint.***—Refusal of Fox, RKO, Warner, and Paramount to negotiate with Sosna for 1st or 2d run, or for any run on reasonable terms.
- D. *Decision.***—Defendants directed to offer pictures on a run on terms consistent with Section VI of the decree.
- E. *Situation as stated in Appeal Board's opinion.***—

"In July 1941, Sosna wrote to the defendants asking for an opportunity to negotiate for first run in Mexico on their pictures for the 1941-42 season. Receiving no favorable reply, he wrote again in August 1941, asking for an opportunity to negotiate for second run. Vitagraph did not reply. Paramount and Fox replied that they were negotiating with the Frisina circuit for second run. RKO offered to sell its pictures to the Sosna on third run.

"The Arbitrator found that prior to the filing of the complaint Vitagraph had refused to offer its pictures to Sosna on any run despite repeated requests by him for some run. After the complaint was filed Vitagraph offered Sosna a second run on every other block of five pictures, pictures to become available ninety days after the conclusion of first run. The Arbitrator found that this offer—assuming it could be considered—failed to satisfy the requirements of Section VI inasmuch as it was contrary to the purpose of that Section to reserve half of second run for the Frisina circuit which, having opportunity over six months to buy it, had failed to do so.

"In September 1941, Paramount offered the Sosna pictures of the 1939-40 and 1940-41 seasons on third run, thirty days after second run, at prices which Sosna admitted to be fair. The

offer was conditioned on Sosna's agreeing to charge a minimum adult admission price of fifteen cents. There is evidence that Paramount pictures are played first run in Mexico at an adult admission price of fifteen cents, and fifteen cents is the minimum required by Paramount's contracts with the Liberty and Rex. To require a third run theatre to charge the same admission price as the price at which Paramount's pictures are shown first run seems unreasonable. Even Fox and RKO, which have shown little disposition to deal with complainant, are willing to allow Sosna to charge a minimum admission of ten cents. Whether thirty days clearance between second and third run in Mexico is reasonable depends, as we have said, on facts which are not in evidence. Furthermore, the only uncontroverted offer which Paramount has made to Sosna is an offer of pictures of the 1939-40 and 1940-41 seasons. The requirement that distributors offer their pictures on some run on terms and conditions not calculated to defeat the purpose of Section VI refers, in the absence of particular specification, to current pictures. Although pictures released late in the 1940-41 season would in September 1941 be current pictures for a third run theatre, the evidence discloses only that a 'selection' of 1940-41 pictures was offered to complainant.

"In February 1942, RKO offered the Sosna a third run on pictures of the 1938 through 1941 seasons, some of which had not been shown on second run, and third run on three groups of five pictures of the 1941-42 season. At this time, and through the time of the hearing, RKO had not sold a second-run in Mexico, and there was no evidence that anyone but Sosna wanted to buy it. RKO's branch manager testified, nevertheless, that he would not offer second run to the Sosna until an attempt to sell it to Frisina had failed. It appears that RKO requires second run in Mexico to play ninety days after first run and third run sixty days after second run. Whether considered as a refusal to offer the Sosna the earliest run for which there was no other inter-

ested customer, or as an offer of pictures to be played after 150 days clearance in favor of the first run theatre, the offer appears to be unreasonable.

"The defendants have shown little disposition to meet the complainant half way in negotiation; and they have apparently proceeded during the hearing upon the plan of disclosing as few facts as possible with respect to the various factors which we pointed out in complainant's first appeal should be put in evidence in a case under Section VI. Proof of many of these factors is in the possession or control of the defendants alone, yet little of it can be found in the record. It is necessary that it be produced. It is not clear whether the Liberty or the Rex is the first run theatre or whether they share first run. There is no proof of the availability of the Liberty and the Rex; or whether they habitually play on availability; or the rental fees charged them; or the revenue they bring to the defendants."

RKO, Fox, Paramount, and Warners were directed to offer their pictures for exhibition in the Sosna theatre on a run on the terms of conditions not calculated to defeat the purpose of Section VI.

Ex. 3 (R. 276, 305-8). Appeal Board Decision No. 52, decided February 1, 1943:

- A. *Unfair practices.***—Unreasonable clearance given defendants' theatres—excuse of unavailability of prints.
- B. *Complainant.***—J. N. Bills, operating the Bountiful Theatre at Bountiful, Utah.
- C. *Nature of complaint.***—1st run theatres of a Paramount affiliate given a clearance of 60 to 67 days over complainant's theatre by RKO, Paramount, Warner, Loew, and Fox.
- D. *Decision.***—Clearance unreasonable; reduction to 21 days maximum after the Centre, Utah, Studio, and Rialto theatres, and from 28 days to 14 days after the Capitol and Victory. Complaint dismissed as to Paramount under Section XVII of the Decree.

E. Situation as stated in Appeal Board's opinion.—

"The Salt Lake City downtown first run theatres are the Centre, Capitol, and Victory operated by Intermountain, the Utah and Studio operated by Saltmount, and the Paramount (also known as Uptown) operated by one Lawrence, who also operates the theatres of the complaining intervenors. The Rialto, also operated by Lawrence, has the privilege of first run on RKO pictures. The Victory is not exclusively first run, but shows some pictures on second or subsequent run. The Studio is not an initial first run theatre, but is used as a 'move-over' house to continue first runs commenced at the Utah or the Centre, the continued exhibition at the Studio after the move-over being properly considered as still first run. With the exception of the Paramount and Rialto these first run theatres have enjoyed a clearance over the complainant and over the complaining intervenors of sixty or in some instances sixty-seven days.

"Clearance as long as sixty days in favor of first run city theatres is abnormal. Forty-five days, and even thirty-eight days, is more than has usually been deemed reasonable in metropolitan areas for protection of first run theatres against either second run houses downtown or first run neighborhood or suburban theatres. The defendants emphasize the wide expanse of the Salt Lake City exchange district, and argue that the great distances which each print must travel between exhibitions make longer clearances appropriate and diminish the probability that shortening the clearance will hasten the showing of a picture at a particular theatre. But the competition on which clearance is based is competition for the patronage of customers, and is not governed by the availability of prints."

Ex. 3. Appeal Board Decision No. 58, decided March 11, 1943:

A. Unfair practices.—Independent exhibitor refused a reasonable run or reasonable clearance in order to favor a circuit theatre. Ineffectiveness of consent decree.

B. Complainant.—Lakeview Theatres, Inc., operating the Lakeview Theatre in Lakeview, a suburb of New Orleans.

C. Nature of complaint.—Paramount, RKO, and Warner refused to sell the Lakeview a run ahead of the Beacon, although the Beacon, a circuit theatre was not opened until after the Lakeview.

D. Decision.—Defendants should offer pictures to complainant on a run and on terms not inconsistent with Section VI of the decree, and a clearance of 60 or 30 days as proposed by Warner and RKO, respectively, would be unreasonable.

E. Situation as stated in Appeal Board's decision.—

"That the complainant has received less than fair dealing at the hands of these distributors, the Board does not question. This was sufficiently indicated in our prior opinion. The statement in that opinion last quoted we have reconsidered, to see whether, within the limits of the Decree, a basis can be found for affording complainant relief which the facts seem to warrant. We are compelled again to conclude that it is not within our power to do so. Section VI, by its terms, expressly reserves to the distributors the right to determine the run which shall be offered to an exhibitor.

"We are constrained to do likewise in the present case. The present distribution of pictures between the two theatres, which we have previously stated, sufficiently shows the apparent injustice which has been done to the complainant by the action of the defendant distributors. We are frank to say that a split of first run between these two theatres by these distributors seems entirely reasonable and appropriate under the circumstances, particularly as the Lakeview was the pioneer theatre in the neighborhood and is in every way equal, if not superior, to the Beacon."

Ex. 3. Appeal Board Decision No. 65, decided April 19, 1943:

A. Unfair practices.—In town where circuit has several theatres, independent theatre bound to follow all of circuit's theatres—clearance without written contract.

B. Complainant.—W. V. Adwell, operating the Roxy Theatre in San Angelo, Texas.

C. Nature of complaint.—Inability of independent operator to get a run from Warner, Fox, Paramount, and Metro until all theatres of a circuit played the pictures, including a circuit theatre opened later than complainant's theatre.

D. Decision.—Current pictures should be offered complainant on some run and an offer of availability of 150 days after 1st run would not comply with Section VI of the consent decree. Complaint dismissed as to Sections VIII and X of the Decree.

The Appeal Board found that all the other theatres in the city, seven in number, were operated by an affiliate of Robb and Rowley Circuit. The complainant sought a reasonable clearance and the right to prior runs over the Lyric theatre. The Appeal Board said:

"All of them, except the Lyric, have been operated by the Circuit for many years and there have been no theatres, other than the Circuit's theatres, in San Angelo for at least twenty-five years. On August 27, 1942, complainant, an independent operator, opened the Roxy theatre on Concho Street. On September 17, 1942, the Circuit opened the Lyric theatre also on Concho Street and almost directly opposite the Roxy and immediately adjoining the Ritz. The Lyric theatre building had originally been a theatre but for some sixteen years prior to 1942 had been used for other purposes."

The Appeal Board held that the complainant under section 10 must be dismissed because complainant theatre was not owned until August 27, 1942, and must be dismissed under section 8 because it did not appear from the record that any theatre in San Angelo had any specific contract clearance over the Roxy.

"The Ritz plays the better quality pictures third run. Prior to December 1942, it charged 28¢ when it played second run. In December 1942, the Circuit exchanged the policies of the Lyric and the Ritz. The Ritz's admission price was reduced to 22¢ and the Lyric's raised to 28¢. The Lyric became the second run theatre

and the Ritz the third run theatre with respect to the better pictures.

"During the many years when the Circuit had no competition for its theatres in San Angelo, it would appear, although the record is very meagre, that pictures were played at its six theatres about as it saw fit, with very little attention, if any, paid to runs and clearances. There is, however, evidence that, in Texas cities similar to San Angelo, runs are played on the following availability: Second run 60 days after first run; third run 90 days after first run; fourth run 120 days after first run; fifth run 150 days after first run, and sixth run 180 days after first run.

"We are unable to agree with the Arbitrator, however, that complainant is entitled to no relief. The situation in San Angelo is an extraordinary one. The Circuit operates seven theatres, and apparently desires to obtain runs for all, or as many as possible, of them ahead of the Roxy, notwithstanding the fact that two at least of its theatres charge admission prices substantially less than the twenty-two cents charged by the Roxy. So far complainant has been unable to license from any defendant any of the current 1942-43 releases, although there is evidence that, in the case of at least one defendant first and second run on some current product had been licensed in San Angelo and the pictures had been exhibited in one or more of the Circuit's theatres prior to the date of the hearing. The excuse given by this defendant for not negotiating with complainant for a subsequent run on current pictures, although at the date of the hearing on January 11, 1943, some four months had elapsed since some current product had been trade shown, was that it had been unable up to that date to come to terms with the Circuit on third and fourth runs. Such a long delay is clearly unreasonable, and the excuse given for it is no justification for refusing to negotiate with complainant for some run."

Ex. 3. Appeal Board Decision No. 67, decided April 29, 1943.

- A. *Unfair practices.*—Theatre subjected to an unreasonable clearance given 3 circuit theatres differing considerably in revenue returns to distributors.
 - B. *Complainant.*—Smalley Theatres, Inc., operating the Smalley Theatre in Johnstown, New York.
 - C. *Nature of complaint.*—Unreasonable clearance given to Schine Circuit theatres, the Glove and Hippodrome in Gloversville over Smalley Theatre in Johnstown, by Paramount, Fox, RKO, and Warner.
 - D. *Decision.*—The Appeal Board found that a clearance of 30 days was unreasonable with respect to the Glove theatre and with respect to the Hippodrome. It found that the Glove and Hippodrome although given the same clearance were distinctly different in revenue possibilities and held that the clearance of the Glove should be reduced to 21 days and the clearance of the Hippodrome to 14 days.
- Ex. 3. Appeal Board Decision No. 68, decided May 10, 1943:
- A. *Unfair practices.*—Independent theatre subject to same clearance in favor of two affiliated theatres, differing in revenue returns to distributors—in-effectiveness of decree.
 - B. *Complainant.*—Samuel Hochberg operating the Savoy Theatre in Bloomfield, New Jersey.
 - C. *Nature of complaint.*—Warner, Fox, Paramount, RKO, and Loew gave Warner affiliated theatres, the Royal and Broadmoor, an unreasonable clearance of 14 days over the Savoy.
 - D. *Decision.*—Clearance of Royal unaffected. Clearance of Broadmoor reduced to 7 days, as to Fox, Paramount, Loew, and RKO pictures.
 - E. *Situation as stated in Appeal Board's opinion.*—Appeal Board found that there was sufficient affiliation for Warner to be dismissed from the suit. The Appeal Board found that the Broadmoor was playing the poorer pictures and was not entitled to as much protection over the Savoy as the Royal. The Appeal Board found that there was some competition between the Broadmoor and the Savoy and in such situation the arbitrator could not abolish clearance entirely.

Ex. 3. Appeal Board Decision No. 70, decided May 20, 1943:

- A. *Unfair practices.*—Use by defendants of restrictive admission prices, unreasonable clearances, and late runs to favor circuit theatres.
- B. *Complainant.*—Louis M. Sosna, operating the Sosna Theatre in Mexico, Missouri.
- C. *Nature of complaint.*—Warner, RKO, Fox, and Paramount refused to negotiate with Sosna except on unreasonable terms.
- D. *Decision.*—RKO, Fox, and Paramount should offer pictures to Sosna on terms calculated not to defeat purposes of Section VI of consent decree.
- E. *Situation as stated in Appeal Board's opinion.*—Warner licensed Sosna a second run and a stipulation was filed agreeing it had complied with Section VI.

"The RKO licenses to the Frisina circuit provided that second run should follow first run by sixty days, while the Fox and Paramount licenses provided for a clearance in favor of first run over second run of ninety days. The complainant's contention as to these clearances, so far as they affect the Sosna, is that a first run clearance of sixty days for the Liberty over either the Rex or the Sosna, second run, is reasonable, but ninety days is unreasonable; that the Rex should have no clearance over the Sosna; and that no theatre should have any protection whatever in the case of a picture shown first run at a ten-cent adult evening admission price.

"The offers of all three distributor defendants to Sosna contained conditions with respect to admission prices. RKO requires an admission price of not less than 10 cents at all times. Fox requires a minimum admission price of 10 cents except on pictures which were shown at 10 cents on first run. Paramount requires that the admission price be 5 cents less than charged on second run, except that there is a 10 cent minimum and children may be admitted for 10 cents at any time. Complainant asserts that these are unfair requirements for third run in Mexico, Missouri, and demands the privilege of showing pictures for an adult night admission price of

10 cents, with a 5-cent matinee charge and 5 cents for children at all times.

"While the Liberty and the Rex usually charge higher prices—the Liberty much higher—each of them has a weekly bargain night with an adult admission price of 10 cents. The defendants' contracts with the Frisina circuit stipulate a minimum admission price of 15 cents, and the defendants assert that none of their pictures are shown with their consent on bargain nights. The evidence proves that this sometimes happens, nevertheless, and the complainant charges that serious efforts are not made to prevent it. The complainant has two bargain days a week, at 10 cents, with a 5-cent matinee, and claims to take in more money at these prices than at higher ones. He desires the defendants' pictures to fill out his programs, and contends that he has no fair chance to compete with Frisina unless he can show some of them at his bargain day rates.

"The Arbitrator has expressed the view that, if the complainant is unable to make his theatre succeed, the result is not due to any action on the part of the distributors or any just grievance with respect to the terms on which he is allowed to buy pictures, but rather to the fact that there is no legitimate place in Mexico for a third run theatre. It is not the function of the Arbitrator or of this Board to pass upon the wisdom or folly of commercial ventures. It may be true that Mexico does not furnish sufficient patronage for a third run, and that the Sosna theatre, so long as it is obliged to play third run, will eventually fail no matter what terms are offered. It is undoubtedly true, as we took pains to make clear on the former appeal, that the terms are not required to be such as to ensure successful operation by the exhibitor where such success is impossible because of circumstances for which the distributor is not responsible. (Matter of Sosna, Dec. No. 40, Oct. 5, 1942.) On the other hand, the future may justify complainant's persistence. The complainant has a right to try the experiment unhampered by any unjust terms

imposed upon him, and while our authority under Section VI does not extend to interference with the distributor's choice of run, we have jurisdiction to disapprove terms and conditions which add unfairly to the complainant's burden.

"It will be noted that the reasonableness of a minimum admission price must be judged in relation to other terms and conditions, including clearance, as well as to the admission prices charged on prior run exhibitions. In this connection it is appropriate to enlarge what we said on the former appeal about admission prices and to declare that in our opinion it is unreasonable to require the same admission prices to be charged for third run as for second run when all other factors are equal. A relationship between admission prices and clearance is recognized in Section VIII of the Decree. As to clearance, appropriate criteria of reasonableness have been developed in the decisions of this Board in cases arising under Section VIII."

Ex. 3. Appeal Board Decision No. 71, decided June 1, 1943:

- A. *Unfair practices*.—Compelling exhibitor to buy pictures for more than one of his theatres.
- B. *Complainant*.—Welden Theatre, Inc., operating the Welden Theatre in St. Albans, Vermont.
- C. *Nature of complaint*.—Paramount refused to sell its pictures first run to complainant unless its pictures were bought for other theatres in other towns.
- D. *Decision*.—No relief available under decree.
- E. *Situation as stated in Appeal Board's opinion*.—In St. Albans the theatres were the Welden, the Bellevue, the Empire. The Welden was the newest theatre and was a de luxe theatre. It had also been a first run theatre exclusively. From its opening to November 1942 it played Paramount pictures first run. The Empire is a much inferior theatre. On November 16, 1942, Paramount shifted its first run pictures from the Welden to the Empire, and since that day refused to license its pictures first run to the Welden. Around March 1942, the complainant had

joined up with a booking agency, the Affiliated Theatres, Inc., which bought and booked pictures for a number of theatres. The Appeal Board quoted as follows from the opinion of the Arbitrator:

"In the spring of 1942 Affiliated Theatres Corporation licensed a block of pictures from the respondent for first-run showings at the Welden Theatre. At the same time it also licensed pictures from the respondent to be shown at other theatres for which it acted as licensing agent. Although Affiliated represented and acted for several exhibitors as already stated and that fact was known to the respondent, negotiations for licenses in all cases were for particular theatres. Price arrangements were distinct and subject to individual agreement in respect of each theatre. In September of 1942 Albert M. Kane, the respondent's branch manager at its Boston office, offered Affiliated one or more blocks of its forthcoming releases. Included among the pictures offered was 'Holiday Inn' which Kane insisted be purchased on a percentage basis. At the same time Kane informed Mr. Howard, President and Manager of Affiliated Theatres Corp., that Paramount's policy for the new season would be to sell top pictures entirely on a percentage basis. Howard was unwilling to accept the proposed arrangements and refused the pictures on the terms offered. Shortly thereafter, however, Howard spoke with William Erbb, district manager of the Paramount Film Distributing Corp. in Boston, and advised him that he desired and was willing to buy Paramount pictures for exhibition at Welden Theatre upon the distributor's terms. Howard testified that Erbb then told him that Affiliated would have to buy for all of the theatres which it represented or for none at all. This testimony was not contradicted and is corroborated in a letter from Neil Agnew, General Sales Manager of Paramount Pictures, Inc., addressed to Mr. Howard under date of December 4, 1942, in which the writer said:

"Your letter makes mention of the fact that we were able to agree as to terms for certain of

our pictures at the Welden Theatre, St. Albans, but says nothing with respect to the balance of your circuit. The difficulty seems to be that we could not agree as to terms in the other 10 situations, and, therefore, we were unable to make a deal.

"It is further substantiated by the fact that Welden enjoyed first-run pictures from Paramount from the time of its opening until September of 1942, shortly after it had designated Affiliated as its buying agent. Prior to entering into this contract Mr. Mathieu, who was President and General Manager of Welden Theatre, Inc., informed one Duane, respondent's salesman in the St. Albans district, of his intention to join the Affiliated group. Mr. Duane thereupon cautioned him that if he did so Paramount would refuse to license pictures to him. I find that the respondent's refusal to license pictures to be shown at the Welden Theatre on first run was dictated solely by the decision taken by it that Affiliated would have to buy for all of its associated theatres or could buy for none at all."

The Arbitrator had found that Paramount had violated section 6.

The Appeal Board said:

"The undisputed facts fully sustain the Arbitrator's conclusion that Paramount's refusal to continue licensing its pictures first run to the Welden was due solely to the unwillingness of Affiliated Theatres to buy the pictures on Paramount's terms for the other theatres represented by it.

"The Decree contemplated that the distributors should deal with theatres on their individual merits. This is clearly indicated by the provisions of paragraph (7) of Section VIII which specifically direct an Arbitrator in a Section VIII proceeding to disregard the fact that a theatre involved is affiliated with a circuit. Paramount's refusal under the circumstances to deal with the Welden on its own merits, when it knew that the Welden was willing to meet its terms and had been a satisfactory customer for years, is a type of discrimination utterly at variance with the

spirit of the Decree. This is not the case of an exhibitor attempting to use the concentrated economic power of a group of theatres to obtain favorable terms from the distributor, but that of a distributor arbitrarily penalizing an independent exhibitor for employing a booking agent with which the distributor was in controversy as to other theatres. If its action were governed by the individual merits of the theatres it is hard to conceive that Paramount would not be far better off in continuing to license its pictures first run to the Welden, a newer, larger, better situated and better operated theatre than the Empire.

"Counsel for Paramount makes no attempt in his brief either to answer or to mitigate the severe criticisms made by the Arbitrator of his client's conduct. He confines his argument wholly to the lack of power of the Arbitrator under the Decree to redress an injustice clearly shown by the record to have been done to the Welden. We share the Arbitrator's conviction that the Welden deserves a first run ahead of the Empire, and were it not for the limitations imposed by the Decree we should either direct the restoration of first run to the Welden, which is what the complainant really desires and deserves, or else we should affirm the award without question on the ground that it does equity and justice between the parties concerned. Section VI of the Decree, however, grants no authority to an Arbitrator or to the Board to make an award directing the offer to an exhibitor of any specified run. The Decree unquestionably reserves to each distributor, where two theatres are in the same competitive area, the right, subject only to the provisions of Section X which are not applicable here, to decide which theatre shall have the prior run."

Ex. 3. Appeal Board Decision No. 72, decided June 8, 1943:

A. *Unfair practices.*—Independent theatre relegated by distributors to a playing time behind a circuit theatre and subjected to unreasonable clearance—ineffectiveness of decree.

B. Complainant.—Mrs. William L. Paternostro, operating the Delta Theatre about a mile outside the city limits of Lake Charles, La.

C. Nature of complaint.—Section VI and Section VIII. Independent theatre could not buy RKO or Paramount pictures except after they ran at circuit theatres.

D. Decision.—Complaint dismissed. Relief not afforded by decree.

E. Situation stated in Appeal Board's opinion.—

There were five theatres in Lake Charles, all operated by the Southern Amusement Company.

"On September 2, 1941, complainant caused an announcement to be published in the Lake Charles newspaper that she planned to erect and operate a new theatre at the present site of the theatre here involved, the Delta. The next day the same paper carried an announcement that the Southern Amusement Company 'will build two suburban theatres in Lake Charles.'

"The construction of the complainant's Delta theatre began about September 20, 1941, on land which complainant had owned for about a year. Immediately thereafter construction was begun by the Southern Amusement Company of a theatre, later named the Victory, which it located eighty feet from the Delta. By forced construction work, the Victory theatre was opened some two weeks prior to December 13, 1941, when the Delta was opened."

In October, 1941 Paternostro had negotiated with Paramount for some pictures and the contracts had no provisions with respect to the Victory theatre but later Paramount refused to play pictures ahead of the Victory and after June 1942 Paramount made no further effort to offer her pictures. While the theatre was being built she signed contracts with RKO for pictures but the contracts were never approved because the pictures were sold to the Victory.

"There is nothing in the record which indicates that the defendants investigated the respective merits of the Delta and Victory as theatres before deciding which should have the prior

run. It seems apparent that the conclusive factor was that the Victory was operated by a large and important circuit and the Delta by a small independent exhibitor. Southern Amusement Company is considered, as Paramount's representative testified, an important account and complainant a good but small customer.

"It is apparent that complainant's chief concern, both before and after the inception of the proceeding, is not clearance but run. She expressed herself satisfied with being permitted to play pictures at the Delta sixty days after first run, provided the Delta could play ahead of the Victory. What she sought was a run ahead of the Victory, not a reduction of clearance.

"The Board has repeatedly held that under Section VI it has no power to direct that one theatre be given a run ahead of another.

"The defendants, during the trial, made offers of a run which the Arbitrator found proper. He says 'Award is denied under Section VI of the Consent Decree because the defendant distributors have now offered to license their pictures to complainant on minimum terms with reasonable clearances in accordance with the spirit of that section. Both offers appear in the record.' We do not find in the record adequate proof to support this finding. So far as RKO is concerned it is to be noted that its offer did not even include any current releases. We have held that an offer under Section VI must include current releases.

"Nor is there in this record anything which would justify a finding that a fourteen or fifteen day clearance in favor of the Victory is reasonable. We know nothing whatever about the Victory except the circumstances and apparent purpose under which it was built, and that it is the property of the Southern Amusement Company which seeks to extend its dominance over the motion-picture business of Lake Charles by excluding complainant from the suburban field in which she was apparently the pioneer.

"Nor is it clear to us from the record that complainant should justly be required to wait sixty

days after first run downtown. This is an unusually long clearance for first run city theatres.

"The present record would seem to indicate, as we have previously stated, the purpose of defendants to license their films first to all of the Southern Amusement Company's theatres in Lake Charles, including the Victory, giving them an aggregate of sixty days playing time 'to clear' and then to require complainant's new theatre to wait fourteen days after the Victory before defendants' features are available to it.

"The terms and conditions which may be properly imposed on the Delta must consider the five theatres of the Southern Amusement Company as a unit and the terms and conditions attached to the Delta's run must recognize its merits as a theatre and establish a just relationship with these other theatres. Any other approach to this problem would be in effect to warn every independent theatre owner that in entering an area controlled by a single unit it does so at the peril of having its theatre, regardless of its merits, relegated to a position in which it cannot survive in case such dominating unit concludes to extend its operation."

Ex. 4 (R. 276, 305-8). Appeal Board Decision No. 85, decided August 17, 1943:

A. *Unfair practices*.—Independent theatre subject to unreasonable clearance in favor of a number of affiliated theatres—effect of monopoly power—manipulation of availabilities.

B. *Complainant*.—Edsol Corporation operating the Scotia Theatre in Scotia, New York.

C. *Nature of complaint*.—Unreasonable clearance given by Fox, Warner, RKO, Paramount, and Loew to a number of theatres affiliated with RKO.

D. *Decision*.—Unreasonable clearance reduced.

E. *Situation as stated in Appeal Board's opinion*.—The complaint was brought with respect to Fast Theatres, Inc., operating the Proctor, State, Plaza, Erie, and Strand theatres in Schenectady, New York. Because RKO had an interest in these theatres within the meaning of section 17 of the Decree it was dismissed as a party. The

clearance complained of was the clearance given the Plaza, State, and Proctor theatres.

"Until the 1936-37 season the clearance of the first run theatres in Schenectady was generally thirty days over a sixteen mile radius, excluding Amsterdam, Troy, and Albany. From the 1936-37 season until the 1941-42 season, inclusive, the Schenectady first run theatres had a forty-two day clearance over the same area. In the 1941-42 season this clearance was reduced to thirty-five days.

"The proof is convincing that there is active competition between the Scotia and the Plaza theatre. This competition, however, is clearly a one way competition. There is no evidence whatever that any residents of Schenectady cross the bridge to Scotia in order to go to the Scotia theatre. There can be no question but that sufficient competition exists to warrant clearance between the State, Proctor, and Plaza theatres on the one hand and the Scotia on the other. There is no evidence, however, of any substantial competition between the Scotia theatre and the subsequent run theatres in Schenectady of which the Strand is one.

"The situation briefly is this: The intervenor, through its operation of the Proctor, State, Erie, and Plaza theatres, has a complete monopoly in Schenectady of the exhibition of the defendant distributors' first and second run pictures and; by using the Erie as a move-over theatre for pictures previously played at the Proctor or State, is able materially to extend the so-called first run playing time of the best pictures. Although the move-over at the Erie does not in any way affect the availability of the Plaza or the Scotia the result is that a picture played at Erie will have played in two theatres before reaching the Plaza and in three theatres before reaching the Scotia. The practical effect of this, except as to availability, is substantially the same as if the Erie had a second run without intermediate clearance, the Plaza a third run and the Scotia a fourth run. Furthermore, the intervenor, by any delay

in playing pictures at the Plaza, is in a position to extend indefinitely the priority in playing time of the Proctor, State, and Erie theatres over subsequent run theatres. Whether any such delay is intentional or not is quite immaterial in its effect on subsequent run theatres.

"There is some dispute as to the actual playing dates of the Plaza and, based thereon, the actual availabilities of the Scotia.

"It is apparent from the foregoing that the thirty-five day clearance in favor of the first run theatres has not had any great significance. When the operator of this group of theatres and the distributors as well are willing to permit a second run theatre to play nearly 30% of its pictures ahead of availability even though it may be, as in this case, only a few days ahead, it is a pretty clear indication that the theatres having the prior run are not considered as needing thirty-five days' protection."

Ex. 4. Appeal Board Decision No. 87, decided January 19, 1944:

A. *Unfair practices*.—Taking a run away from independent to give it to a circuit. Unreasonable clearance established on basis of a circuit's demands.

B. *Complainant*.—Anthony Demharter, operating the Peacock theatre in New Orleans.

C. *Nature of complaint*.—Section 10 complaint against Paramount, RKO, Fox, and Warner. Demharter complained—

"That prior to 1935 the Peacock theatre enjoyed a run sixty days following this first run downtown Canal Street, New Orleans; that in or about the motion picture season of 1934-35 the defendants refused to license the Peacock on the said run and thereafter would only sell their features to complainant on a subsequent suburban run subject to sixty days' clearance in favor of the Rivoli theatre and, in the case of Vitagraph, subject to sixty days' clearance in favor of the Rivoli and Dreamland theatres, both of which theatres had a run sixty days after first run down-

town Canal Street; that the Rivoli and Dreamland were operated by United Theatres, Inc., a circuit operating more than fifteen theatres; and that the run previously enjoyed by the Peacock of sixty days after first run downtown Canal Street had been arbitrarily taken away from the Peacock and given to theatres operated by a circuit within the meaning of Section X. Complainant asked for relief under Section X."

D. *Decision.*—Distributors to negotiate on the basis of individual theatres as between the Peacock, Rivoli, and Dreamland.

E. *Situation as stated in Appeal Board's opinion.*—

"We cannot agree with the Arbitrator that complainant failed to prove his case under this paragraph.

"Complainant testified that the Peacock theatre plays a minimum of 208 pictures a year and that the only pictures that he was able to buy on a run sixty days after first run Canal Street were from Universal and Republic, together with a few miscellaneous pictures aggregating not more than about sixty per annum. This testimony was not contraverted by the defendants and there is no question in our minds but that complainant's theatre has not available to its features sufficient in nature and quantity to enable it to operate on the run requested by him.

"This brings us to a consideration of paragraph (6) of subsection B of Section X, which reads as follows:

"Such refusal to license the exhibition of said features in the complainant's theatre specified in his complaint was in fact because the theatre licensed to exhibit them on the run requested by the complainant was a circuit theatre."

"To support complainant's claim under the foregoing paragraph the record shows the following facts. In the first place, according to complainant's uncontroverted testimony, the Peacock had enjoyed a run from one or more of the defendants sixty days after first run downtown, for about two and one-half to three years, from 1927 to about 1930, and this run was then taken

away from the Peacock and given to the Capitol, a circuit theatre, while the Peacock was made to play sixty days after the Capitol and the Dreamland. The Capitol was located about half-way between the Dreamland and the Rivoli. When the Capitol burned down a few years later the Peacock was subjected to a clearance of sixty days in favor of the Rivoli, which was operated by the same circuit."

Referring to award of the NRA Code Authority, the Appeal Board said:

"The award of the Code Authority previously quoted was in accord with the final zoning plan. It clearly recognizes that the Peacock and the Gentilly should be in one zone, that either or both might be given a first suburban run in that zone, and that first suburban run is sixty days after the first run downtown, the run requested by complainant. The award then provides that the second suburban run shall be thirty days after first suburban run. The defendants, however, paid no attention to the award notwithstanding the fact that it was made some months before the decision declaring the NRA unconstitutional, but they continued to grant the Rivoli sixty days' clearance over the Peacock and, in the case of Vitagraph, both the Rivoli and the Dreamland sixty days' clearance over the Peacock.

"In the absence of any evidence on the part of the defendants, we think the only legitimate inference that can be drawn from the evidence introduced by the complainant is that the reason for licensing the run in question to the Rivoli and Dreamland is that the latter are circuit theatres."

At the hearing, the complainant introduced in evidence a clearance schedule for United Theatres, Inc., for the 1936-37 season. The Appeal Board said:

"While the testimony does not make it clear who prepared this schedule or in what manner it was used, it bears the earmarks of having been prepared not by the distributors but by the circuit to show the runs and clearances demanded

for its own theatres, and of having been accepted by the distributors and put into effect by them. On its face it reveals a contemptuous disregard of the interests and probable rights not only of the Peacock but of practically every theatre not belonging to the circuit. It prescribes in every case the abnormally long clearance of sixty days between suburban runs. It attempts to subject the Peacock, Gentilly, and other theatres to a clearance in favor of the New Almonaster Avenue theatre, not yet even built, before there could be adequate opportunity to measure the factors on which clearance depends. The schedule even goes so far as to subject the Lafayette, for example, to a sixty-day clearance in favor of no less than twenty-one separate circuit theatres, and the Palace to twelve.

"With this schedule before us, it would be a wholly unjustified assumption for us to conclude that the transfer of the run previously enjoyed by complainant's theatre to the Rivoli and Dreamland theatres belonging to this circuit was not made because these theatres formed a part of that circuit. The record amply supports a quite contrary conclusion."

Ex. 291 (R. 276, 305-8). Appeal Board Decision No. 109, decided May 24, 1945:

- A. *Unfair practices.*—Unreasonable clearance not disclosed to independent exhibitor.
- B. *Complainant.*—National Theatre Company operating the National Theatre in Boston.
- C. *Nature of complaint.*—Unreasonable clearance given by Fox, Paramount, RKO, Warners, and Loew to Dudley and Rivoli theatres.
- D. *Decision.*—Complaint dismissed as to Loew and Warner as to Rivoli theatre because clearance not unreasonable. Dismissed as to Paramount because of latter's interest in the Dudley and Rivoli. Clearance over National Theatre reduced.

E. *Situation as set out in Appeal Board's opinion.*—

"In the Boston metropolitan area the first run suburban or neighborhood houses ordinarily follow downtown Boston by 28 days. The amount

things as they are, but that had Skouras rented the Strand, Skouras could have dictated the run of his Company's product which that theatre should enjoy. He said that nothing could induce him to sell the Strand ahead of the theatres of the Skouras Circuit in Astoria so long as the Skouras Circuit account was satisfactory.

"Mr. Randel for Paramount Pictures, Inc., while evasive, admitted that he would sell Skouras first. Although also admitting that the Strand was outstanding as compared with the other theatres in the district. He further admitted that a new theatre company into any district could not get a run until all those with whom the defendant distributors had previously dealt had been satisfied.

"Two pertinent and significant questions persist in the mind of the Arbitrator.

"1. Why did not Skouras Theatres, Inc., which either owns or operates five theatres in the Astoria District, after receiving notice, intervene in this proceeding? Legitimately the Arbitrator may infer that this Skouras aggregation has no interest in the outcome of the proceeding. More logically for a man of legal and practical experience, the Arbitrator concludes that Skouras Theatres, Inc., did not intervene because it had complete confidence that its interests would be amply protected by the defendant distributors. This inference the Arbitrator believes is freighted with unhealthy implications.

"2. Why do the defendant distributors, while offering no proof whatever that their revenues in the Astoria district will be impaired by granting to the Strand Theatre their product on a comparable basis with competing theatres of Skouras, nevertheless stand here in this proceeding as the champions not of their own interests, but rather as the guardians of the Skouras holdings in Astoria?

"The fact that Skouras Theatres, Inc. did not appear as an intervenor drives the Arbitrator to the unescapable conclusion that that Corporation has nothing to fear from any award of

the Arbitrator in this proceeding. If this absence of apprehension is due to the fact that any award made by the Arbitrator will not financially affect them, then some of the testimony of the defendant distributors must be disregarded. If the sense of security enjoyed by Skouras be due to their reliance on their associations with the defendant distributors and their belief that this association and their contractual relations would be amply protected by these defendants free from disturbance from the Arbitrator, then the Arbitrator is unable to escape the conclusion either that there is an agreement undisclosed between Skouras Circuit and these defendants, or that the Consent Decree in Section VI is disturbingly lacking in provisions adequate to deal with the situation such as presently exists in the Astoria district."

The Arbitrator reluctantly dismissed the complaint on the ground that it had been filed prior to the opening of the theatre.

"If, as is seriously contended by all the defendants, the Decree protects unreservedly the right of distributors to designate the run of their product, then the Decree is woefully defective in protecting the rights of new theatre owners in a district where circuit theatres are already entrenched. It was contended by a representative of Vitagraph that this action should have been brought under Section X. Of course, Section X is inapplicable because this theatre was not in existence at the time the Decree was made and yet Section X would permit an Arbitrator after certain findings of fact to remedy a situation such as is apparent in this case."

Ex. 297 (R. 276, 305-8). Arbitration Decision No. 28-1H-42, decided July 21, 1942:

- A. *Unfair practices*.—Inability of independent theatre to get a run until all circuit theatres in opposition got pictures.
- B. *Complainant*.—Gem Theatre Co. operating the Gem theatre in Tulsa, Oklahoma.
- C. *Nature of complaint*.—Independent could not get a run from Warner, Loew, Paramount, Fox, ... 1

RKO until Griffith Circuit Theatres given 10 runs. Section X complaint.

D. *Decision*: Distributors to license Griffith's theatres in Tulsa by separate contracts.

E. *Situation as stated in arbitrator's opinion*.—It was alleged that Loew, Paramount, and RKO did not offer the Gem pictures until they had been first offered to Griffith on 10 runs following first run in Tulsa. Certain pictures were offered to complainant only after being offered to Griffith and refused by Griffith. In Tulsa there were 12 theatres, Griffith owned 10. At the time of the hearing there were four first-run theatres in Tulsa and thirteen subsequent-run theatres, ten of which were owned by Griffith.

The Arbitrator said the evidence showed that for this season all of the distributors had first offered every group of pictures to Griffith for all the runs it wanted, usually 10, and what was left after Griffith made its choice was offered to the Gem and Cozy. Arbitrator concluded that the refusal to license features 5th and 6th run to the Gem and Cozy was because the theatres licensed to exhibit them on the run requested by the complainant was a circuit theatre. The Arbitrator said "the run position in the Griffith theatres is left as a matter of policy with Griffith, but the run position of the Gem and Cozy is determined by the respondent."

Ex. 298 (R. 276, 305-8), Arbitration Decision No. 7-4F-41, decided Nov. 1, 1941:

A. *Unfair practices*.—Inability of independent with better theatre to get pictures on early run or on reasonable clearance because of preference shown affiliated theatre.

B. *Complainant*.—Overton Amusement Co., Inc., operating the Overton Theatre in Overton, Texas.

C. *Nature of complaint*.—Loew, Fox, RKO, and Warner gave Paramount's affiliated theatre unreasonable clearance over complainant's theatre.

D. *Decision*.—Unreasonable clearance reduced.

E. *Situation as stated in arbitrator's opinion*.—

"(2) Evidence leads the Arbitrator to believe that the Jefferson Amusement Company and/or East Texas Theatres, Inc. (hereinafter referred

to as the Jefferson Amusement Company), failed to properly serve the consumer public of Overton and its immediate trade territory after the burning of the original Gem Theatre. The Jefferson Amusement Company was given ample time in which to rebuild its theatre in Overton but did not see fit to do so.

"(3) As a result of popular demand and a natural desire to hold that part of the business of his trade territory which was being drawn elsewhere by lack of a motion picture house which would adequately serve the people of the trade territory as to capacity, appointments, etc., interested local citizens formed the Overton Amusement Company, Inc., and built a theatre in keeping with the population and purchasing power of the community, which theatre was named the Overton Theatre.

"(4) At about or shortly after the time the Overton Theatre was opened, the Jefferson Amusement Company leased a small store building and opened a theatre therein, giving it the same name as that of the burned theatre, namely, the Gem.

"The distributors saw fit to sell first run not only to the Strand (the other theatre operated by the Jefferson Amusement Company), but also to the inferior Gem theatre which pretty well absorbed the vast majority of the better pictures. Management of the Overton concluded to become a second run house.

"(5) Operation as a second run house with clearance such as has prevailed in the past was satisfactory for a few months until such time as the Jefferson Amusement Company reduced admission prices of its first run theatres to the same as that charged by the Overton Theatre for second run. The admission price of the theatres involved is one of the factors which shall be taken into consideration under the terms of the Consent Decree. The evidence presented indicates that it is an almost unheard of situation in this territory where the first run theatre does not make any higher charge than the second

of clearance enjoyed in turn by these houses over the subsequent runs appears from the evidence to depend chiefly on admission prices.

"A chart put in evidence by the intervenors and not challenged by the complainant shows that there is no subsequent run theatre, with an admission price as low as that of the National, which has an availability of less than 92 days after downtown Boston. So far as Fox at least is concerned, the complainant has a right at any time to shorten the clearance by increasing its admission price.

"It follows that the 21 days allowed in the Warner contracts is not unreasonable. Furthermore, we agree with the Arbitrator that any clearance provision specified merely 'as available' or as 'subsequent run' is unreasonable if it can be understood to mean more than thirty days. The sixty days included in the current Fox contracts is in our opinion clearly unreasonable even in view of the large admission price differential. This is an unusually long clearance between second and third run theatres in populous cities and we find no exceptional circumstances to warrant it in this case.

"The discrepancies which have appeared in this case between some of the clearance provisions in the contracts of the complainant as compared with the contracts of the intervenors, while having little effect upon our decision, make it appropriate to reemphasize and extend our previous comments on the unfairness of this method of granting clearance (Matter of Ayer Playhouse, Dec. No. 104, Dec. 21, 1944). The clearance provisions should be harmonious, and should be disclosed to both parties."

Ex. 292 (R. 276, 306-8). Appeal Board Decision No. 111, decided June 20, 1945:

- A. *Unfair practices*.—Independent theatre in opposition to a circuit theatre not given opportunity to negotiate for 1st or 2nd run.
- B. *Complainant*.—Benton Roy, operating the Roy Theatre in Mansura, Louisiana.

C. *Nature of complaint.*—Section VI complaint against Fox, Warner, and Paramount—inability to get first runs.

D. *Situation as stated in Appeal Board's opinion.*—First runs were being first offered to the Joy theatre, a circuit theatre. The Appeal Board said it had no jurisdiction to grant complainant a right to first runs. Until sometime after the Roy theatre was opened, Fox was unwilling to sell second run but in October 1944 decided to sell second run to the Joy theatre although the Roy theatre had asked for second run. Appeal Board said:

"Although the Joy theatre apparently purchased only a few Fox pictures second run, it was given the privilege of taking them all and the pictures it did purchase were some of the best pictures distributed by Fox. There can be no question but that the offer by Fox of a second run to the Joy theatre ahead of the Roy theatre was an act calculated to defeat the purposes of Section VI."

B. *Arbitration Awards*

Ex. 293 (R. 276, 305-8). Arbitration Decision No. 14-IFH-42, decided October 14, 1942 (no appeal):

A. *Unfair practices.*—Affiliate with several theatres allowed to juggle clearance and bookings among its theatres to detriment of independent—Ineffectiveness of decree.

B. *Complainant.*—Henry Hiser operating the Hiser Theatre, Bethesda, Md.

C. *Nature of complaint.*—Section 8—clearance, and Section 10—run complaint. Loew, Warners, RKO, and Paramount, relegated the Hiser to an inferior position to the Avalon, Uptown, and Calvert and Silver, Warner theatres, and to the Apex, an independent theatre. These were Washington, D. C., theatres. Bethesda is a suburb of Washington.

D. *Decision.*—Complaint under Section X dismissed. Complaint under Section VIII dismissed as to Warner and Paramount, Loew and RKO clearance reduced.

E. Situation as stated in arbitrator's decision.—

"The other theatres named have been built subsequently to the building of the Hiser, and though their runs, by reason of arrangements hereinafter noted, are prior to that of Hiser, no contractual provisions relate the Hiser's playing dates to those of any of the named theatres excepting the Avalon.

"In the Washington area there do not exist successive runs which can be definitely classified as first, second, third, fourth, etc. The larger downtown theatres have a first run, but after that the succession of playing dates is accomplished by the granting to particular theatres of clearance over other named theatres and, as to the Warner theatres between themselves, by decision of the Warner operating company.

"But to dispose of the controversy upon these considerations alone would be to oversimplify the problem.

"Complainant points out that changes have occurred since his theatre was pegged behind the Avalon which should be taken into account.

"Notable among those changes are the erection of the Uptown in 1936, the Calvert in 1937, the Silver in 1938, and the Apex in 1939, all of which he complains have been granted runs prior to those of the Avalon and the Hiser, thus postponing his playing position and resulting in his getting feature pictures after they have lost their pulling power by lapse of time and frequency of showing.

"As to clearance, or waiting time, between the showing at the Avalon and the showing at the Hiser, the justification for which must be competition to a degree requiring the prior run theatre to have this protection, the parties respondent by their own actions in the past year and a half appear to have adjudged that no clearance is necessary. The distributors have voluntarily reduced it to one day or zero, with the consent of the Warner interests who operate the Avalon. The Arbitrator therefore decides as to this clearance that what the parties have done is reason-

able, and that the former 14-day clearance accorded the Avalon over the Hiser has become unreasonable.

"There is another respect in which, in the opinion of the Arbitrator, the clearance granted the Avalon over the Hiser has become unreasonable.

"Granting, as one must, the right of the distributors to give to the Warner controlled Calvert, Uptown and Avalon runs prior to that of the Hiser, yet there are elements in the situation which offend a common sense of justice, and if a remedy can be found within the bounds set out in the Consent Decree, it should be applied.

"The Calvert, the Uptown, and so far as contractual provisions are concerned the Avalon, have runs 21 days after first run down town. The Warner theatres do not contract with distributors for clearance as between themselves. As counsel for the Warner interests puts it in his brief—'suitable clearance is accorded by a distributor to one Warner theatre over another competing Warner theatre by staggering availabilities and in practical booking and playing operation.' In practice, the Calvert and the Uptown run contemporaneously, the run in one usually starting a day after that in the other. The Avalon plays not earlier than 7 days after the first playing date at the Uptown. The playing sequence and the intervals between these three theatres are subject to practical booking and availability problems, wholly at the election of Warner. Warner's counsel computes the earliest availability to Hiser as 31 days after first run down town; as follows, 21 days before availability to the Uptown and the Calvert, 7 days thereafter before availability to the Avalon, 2 days run at the Avalon, and the availability to the Hiser.

"Complainant's booking agent testified that in practice the present availability to Hiser varied from twenty-eight (28) days after down town to fifty (50) to sixty (60) days after down town, dependent upon whether and when Warner played the picture at the Avalon.

"Whether or not the longer interval from down town playing occurs frequently, the fact remains that it can occur whenever Warner so solves its own booking problems, and the determination of a circuit having fifteen theatres in the Washington area is necessarily not always dictated by the separate interests of Avalon considered independently. If Avalon were an independent theatre having a run of clearance defined as twenty-eight (28) days after down town Washington, the situation of a theatre whose playing time follows that of the Avalon would be different from that here presented, as the motives of self interest leading to prompt booking stressed in the Warner brief, might then more safely be relied on to protest the Hiser, which is pegged behind the Avalon.

"It is true that the Consent Decree directs that in proceedings under Section VII the arbitrator shall disregard the fact that a theatre involved is affiliated with a distributor or with a circuit. Nevertheless, the fact that there are no fixed clearances or runs as between the several theatres which include the Avalon, which alone of them is determinative of the Hiser's playing date, which in the present case results from their being parts of a circuit, is a fact which is being taken into account."

Warner and Paramount said that they were not currently supplying the Hiser and had no precontractual relations and therefore should be dismissed from the complaint. The complainant said he stopped buying from them because he could not get from them the playing position he sought.

"If the matter were one of first impression, one might well hold that an exhibitor need not make a contract containing an objectionable term, in order to put himself in a position to complain of the term to which he objects, but the cited holding of the Appeal Board appears unequivocal, no qualifying or contrary decisions have been cited, and the Arbitrator feels bound to dismiss the complaint as to these distributors on the ground stated."

Ex. 294 (R. 276, 305-S). Arbitration Decision No. 14-4FH-41, decided August 8, 1941. (No appeal):

- A. *Unfair practices.*—Unreasonable clearance given affiliated theatres, independent unable to negotiate for first runs, holding back availabilities.
- B. *Complaint.*—L. W. Lea, operating the Lea Theatre in Danville, Virginia.
- C. *Nature of complaint.*—Section VIII—clearance and Section VI—run, complaint. 1st run given theatres operated by a Paramount affiliate and unreasonable clearance given them by Fox, Lowe, Paramount, RKO, and Warners.
- D. *Decision.*—Complaint dismissed under Section X. Paramount dismissed from case because of its affiliation. Clearance reduced.
- E. *Situation as stated in Arbitrator's opinion.*—

"Prior to 1933 the only clearance in Danville, Virginia, was thirty days between first run theatres and second run theatres. The second run theatres did not take clearance over any subsequent run.

"After intervenor began to do business in Danville, and beginning with the 1932-33 season, the clearance in Danville was increased as follows: The contracts with first run theatres provided they should have clearance over second run of from sixty to ninety days; the contracts with the second run theatres provided they should have clearance of thirty days over subsequent runs.

"In many of the contracts which the distributors have with the complainant in respect of the Lea Theatre, there is a provision, under the heading CLEARANCE-RUN, reading as follows: 'Third run in Danville, Virginia. Thirty days after the second run, Danville, Virginia. Not more than one hundred twenty days after first run or six months after national release.'

"Complainant maintains that the above quoted provision in his contracts results, in effect, in granting aggregate clearances of one hundred twenty days between the first run and the third run, to which complainant is entitled, and urges that such clearances are unreasonable. Respondents and intervenor maintain that the pro-

vision in the various contracts does not fix the clearance, as defined by the Consent Decree, but that reference must be made to the contracts with the first and second run theatres in order to determine what the applicable clearance is; that upon reference it will be found that for the most part such clearances consist of from sixty to ninety days in favor of the first run over the second run, and thirty days over subsequent runs."

"Moreover, there is uncontradicted testimony in this case that the shortest time after national release when any picture has been made available to complainant was one hundred nine days; that the longest time between release and the date made available has been one hundred sixty-five days. Uncontradicted testimony also was given that the shortest time between the first run in Danville and an exhibition, there being no intermediate runs, was seventy-one days, the longest time after first run in Danville being one hundred ninety days.

"It is recognized that clearance is necessary between first and second runs, and, in some instances, between subsequent runs. It is also recognized that minds may reasonably differ as to what a reasonable clearance is. But a clearance which at once tends to stifle competition and is not necessary to protect prior run theatres is unreasonable. It seems to me that so far as the Lea Theatre is concerned, sixty or ninety days after a first run in Danville is unreasonable, and that thirty between second and third runs is unreasonable, particularly so where the third run theatre has no assurance of an exhibition prior to four months after a first run in Danville, or six months after national release, and the charges of the third run theatre are practically the same as those of the prior run theatres."

Ex. 295 (R. 276, 305-8). Arbitration Decision No. 1-18D-41, decided December 12, 1941 (No appeal):

A. *Unfair practices*.—Independent not given an opportunity to negotiate for pictures—monopoly practices—ineffectiveness of consent decree.

B. *Complainant*.—Cedar Operating Co., Inc., operating the Strand Theatre in Astoria, Long Island.

C. *Nature of complaint*.—Section VI complaint against Paramount, Loew, RKO, Fox, and Warner.

D. *Decision*.—Complaint dismissed because brought before theatre opened. RKO was dismissed because of its interest in Skouras Theatres Corp.

E. *Situation as stated in Arbitrator's opinion*.—Skouras Theatres, Inc., had the Astoria, the Broadway, the Grant, the Crescent, and the Steinway theatres in that district. The Arbitrator found as a fact that negotiations between the owners of the Strand and Skouras for the leasing of the theatre were terminated because Skouras would pay about only one-half of the fair rental value. He found that had Skouras Theatres rented the Strand that that theatre could have dictated the run to be enjoyed by the Strand for the product of all five defendant distributors. He found:

"13. The income of the defendant distributors in the district will not be lessened by granting to the complaining party a run upon such terms and conditions as will give the complainant a fair opportunity to operate the Strand Theatre with profit.

"14. Some time prior to the completion of the Strand Theatre and within the year 1941, the Broadway Theatre, Strand's nearest competitor and one of the Skouras theatres, changed its long-time policy of two double feature programs per week to three such programs weekly.

"The theatre provides a fine, modern housing for displaying motion pictures with sound. It is air-conditioned, equipped with the latest improved sound-production devices, and has sponge rubber cushioned seats. It is clean, has ample facilities, and is ably managed by an experienced motion picture theatre manager, Mr. Jacques Horn, who was an intelligent and frank witness for the complainant.

"The upshot of numerous conferences with all representatives of all the defendant distributors seems to have been that the complaining party was refused the run it wanted on the 1940-41

product of the 'Big Five,' but was offered the 'last run' in Astoria on its product because, according to the unfailing testimony of all the defendants, the 1940-41 product had already been fully contracted for by existing theatres in the district.

"The complaining party also repeatedly requested of the defendant distributors a run on the 1941-42 product. The answer of the distributor defendants as to this product was that they were forbidden by the Decree to contract for that product until the trade showings of it had been held; or if, as in a few cases the trade showings of the first block of the 1941-42 product had already been held prior to August 15th (the date of filing the submission) then the defendants answered that these feature pictures were still showing in metropolitan theatres and that no contracts could be made with any theatres in Astoria until these metropolitan showings and further 'road showings' had been concluded.

"Skouras Theatres, Inc., called throughout the proceedings Skouras Circuit, with wide holdings of motion-picture theatres, owns or operates five theatres in Astoria district, the Astoria, the Broadway, the Grant, the Crescent, and the Steinway. They, partly owned by RKO, have a preferential license for pictures from 20th Century-Fox terminating in 1948. While the witnesses of the other defendants were reluctant to admit the fact, the fact is nevertheless evident to the Arbitrator that Vitagraph, Loew's and Paramount did not and do not intend to deal with the complaining party until Skouras Bros. have been satisfied.

"The Broadway Theatre, one operated by Skouras and located within four blocks of the Strand, has, for an unexplained reason, this year changed its former policy from two double feature shows weekly to three such shows. It is a fair inference that, had not such a change been made, certain pictures of the 1940-41 product of the defendants would have been available for the Strand. Query: Did Skouras demand and

did the defendants grant to him these additional pictures in order that no pictures of the defendants should be available for the competing Strand Theatre?

"That Skouras at that time was negotiating with Jacob Levy for the lease of the Strand Theatre adds poignancy to this episode. The testimony of Jacob Levy that the negotiations with Skouras for the lease were terminated because Skouras would pay only half the fair rental value of the theatre was uncontradicted. It is apparent to the Arbitrator that Skouras, having control of the output of the defendants in the district, is perfectly capable of dictating his own terms for the rental of theatres, for it is obvious that a theatre unable to secure the output of the five defendants on a profitable run is a worthless piece of property. That such a deplorable threat to free enterprise remains possible under the Consent Decree, seems to the Arbitrator inimical to the public interest and unhealthy for the industry.

"The Arbitrator is satisfied that the five defendants do not intend to permit any new theatre to come into the Astoria district where five theatres are controlled by Skouras unless that new theatre is also controlled by Skouras and that irrespective of the fact that there has been in the district such an increase in population as might reasonably warrant a prudent businessman to invest his capital in a theatre providing more modern accommodations for the public.

"Mr. Hodes testifying for RKO Radio Pictures, Inc., stated that had Skouras obtained the Strand Theatre, he could have had any run for that house which he desired and further admitted that his Company would not disturb the status quo in Astoria so far as runs of their product are concerned.

"Mr. Rothenberg for Vitagraph, Inc., admitted that a new theatre coming into a district even though that district were 'underseated' could not get pictures from his Company except 'last run pictures'; that his policy was to leave

run. The evidence also tends to bear out the fact that it is unusual in this territory for first run to be sold to an inferior theatre. The Arbitrator, however, recognizes the right of a distributor to sell runs to whomever he pleases.

The Arbitrator found that a 60-day clearance was unreasonable and the clearance allowed the Strand and Gem theatres over the Overton Theatre should be a maximum of 14 days.

VI—CORPORATE STRUCTURE OF EACH DEFENDANT

In the following pages we have tabulated the most recent data introduced in evidence showing the names of each corporation in which a defendant owns voting stock which is engaged in any branch of the film industry, the branch in which it is engaged and the percentage of stock control held. The branch of the industry in which each corporation is engaged is indicated by "E" for exhibition, "P" for production, and "D" for distribution. The principal subsidiary corporations of each defendant have been listed in alphabetical order. Except for Loew, corporations in which these subsidiary corporations own voting stock are listed alphabetically under each subsidiary holding the stock interest in question. The percentage listed is in each case the percentage held, directly or indirectly, by the parent company, except where otherwise noted, and is given to the nearest whole number.

A. Columbia

(Ex. 130) (R. 222, 224, 225, 228)

	Industry branch	Percent of ownership
Columbia Pictures Corporation.....	P & D	
Columbia Pictures of Louisiana, Inc.....	D	100
Screen Gems, Inc.....	P	100

B. Fox

(Ex. 130) (R. 222, 224, 225, 228)

	Industry branch	Percent of ownership
Twentieth Century-Fox Film Corporation.....	P & D	
Movietone News, Inc.....	P	100
National Theatres Corporation.....	E	100
Evergreen State Amusement Corporation.....	E	53
Bellingham American Theatre Company.....	E	53

Twentieth Century-Fox Corporation—Continued

National Theatres Corporation—Continued

Evergreen State Amusement Corporation—Contd.

Industry
branch

Percent
of
owner-
ship

Bellingham Amusement Company	E	53
Cascade Theatres Corporation	E	32
Multnomah Theatres Corporation	E	32
Rainier Theatres Corporation	E	32
Columbia House Theatre Corporation	E	53
Empire Amusement Company	E	53
Eugene Theatre Company	E	53
Evergreen Theatres Corporation	E	53
Hollywood Amusement Corporation	E	53
Hudson House Theatre Corporation	E	53
Manette Theatre Corporation	E	53
Olympia Amusement Company	E	53
Oswan Amusement Company	E	53
Paraport Theatre Leasing Corporation	E	53
Spokane Amusement Company	E	53
Vancouver Amusement Company	E	53
Wenatchee Amusement Company	E	27
Willamette Amusement Company	E	26
Fox Inter-Mountain Theatres, Inc.	E	100
C & A Amusement Company	E	100
Fox Alliance Theatre Corporation	E	100
Fox Big Horn Theatre Corporation	E	100
Fox Billings Theatre Corporation	E	100
Fox Caldwell Theatres Corporation	E	100
Fox Denver Theatres, Inc.	E	100
Fox Estes Theatre Corporation	E	100
Fox Greater Theatres, Inc.	E	100
Fox Idaho Theatre Corporation	E	100
Fox Inter-Mountain Amusement Corporation	E	100
Fox Laramie Theatre Corporation	E	100
Fox Lincoln Theatre Corporation	E	100
Fox Mission Theatres Corporation	E	100
Fox Missoula Theatre Corporation	E	100
Fox Nampa Theatre Company	E	100
Fox Nebraska Theatre Corporation	E	100
Fox New Mexico Theatre Corporation	E	100
Fox Odgen Theatre Corporation	E	100
Fox Rainbow Theatre Corporation	E	100
Fox Trinidad Theatres Corporation	E	100
Fox Wyoming Theatre Corporation	E	100
The Isle Theatre Company	E	100
The K. & F. Theatres Company	E	100
Fox Michigan Corporation	E	100
Fox Midwest Theatres, Inc.	E	100
Bell Amusement Corporation	E	100
Belleville Theatre Corporation	E	100
Duquoin Theatres Corporation	E	100
Fox Beatrice Theatre Corporation	E	100
Fox Cape Theatre Corporation	E	100
Fox Centralia Theatre Corporation	E	100
Fox Iowa Theatre Corporation	E	100
Fox Kansas City Corporation	E	100
Fox Kansas Theatre Company	E	100
The Turner Theatre Company, Inc.	E	100
Fox Midwest Amusement Corporation	E	100
Fox Missouri Theatre Company	E	100
Fox Ozark Theatres Corporation	E	100
Muscantine Amusement Company	E	73
Fox Plains Theatres Corporation	E	100

Twentieth Century-Fox Film Corporation—Continued

National Theatres Corporation—Continued

Fox Midwest Theatres, Inc.—Continued

	Industry branch	Percent of own- ship
Fox Springfield Theatre Corporation.....	E	100
Marshall Theatre Company.....	E	100
Mississippi Theatres Corporation.....	E	100
Grand Theatre Corporation.....	E	73
The Miller Amusement Company, Inc.....	E	100
The Salina Theatre Building Company, Inc.....	E	100
The Sunflower Theatre Company.....	E	50
Fox Pacific Theatres, Inc.....	E	60
Fox Everett Theatres, Inc.....	E	30
Fox Philadelphia Building Inc.....	E	100
Fox West Coast Theatres Corporation.....	E	100
Alden Theatre Company.....	E	51
Anaheim Theatres, Inc.....	E	51
Fullerton Theatre Corporation.....	E	51
Avenue Fifty-Eight and Pasadena Corporation.....	E	100
Larchmont Theatre Venture.....	E	51
Beach Theatre Corporation.....	E	100
Broadway Theatre Company of Santa Ana.....	E	51
Callego Theatre Corporation.....	E	100
California Building Company of San Diego.....	E	100
California San Bernardino Theatre Corporation.....	E	100
Campus Theatre, Inc.....	E	100
Carlton-Rivoli Theatres Corporation.....	E	50
Carthay Circle Theatre Company.....	E	100
Citrus Belt Theatre Corporation.....	E	100
Riverside Joint Venture.....	E	51
Crenshaw Boulevard Theatre Corporation.....	E	51
East River Theatre Corporation.....	E	100
Egyptian Long Beach Theatre Corporation.....	E	100
Euclid & Colorado Theatre Corporation.....	E	100
Fairfax Theatre Co., Ltd.....	E	100
Far West Theatre Corporation.....	E	100
San Luis Obispo Theatres, Inc.....	E	51
Figueroa & Santa Barbara Realty Company.....	E	100
Fox Bakersfield Theatre Corporation.....	E	100
Pacific-Fox Bakersfield Venture.....	E	79
Fox Cabrillo Theatre Corporation.....	E	100
Fox De Luxe Theatres, Inc.....	E	100
Fox Oakland Theatre Corporation.....	E	100
Fox Spokane Theatre Corporation.....	E	100
Fox Fairmount Theatre Corporation.....	E	100
Fox Great Falls Theatre Corporation.....	E	100
Fox Imperial County Theatres Corporation.....	E	100
Fox Lewiston Theatre Corporation.....	E	100
Fox Long Beach Theatre Corporation.....	E	100
Fox North Park Theatre Corporation.....	E	100
Fox Orange Belt Theatres Corporation.....	E	100
Fox Paradise Theatre Corporation.....	E	100
Fox Riverside Theatre Corporation.....	E	100
Fox San Bernardino Theatre Corporation.....	E	100
Fox Senator Theatre Corporation.....	E	100
Fox Stockton Theatre Corporation.....	E	100
Fox Strand Theatre Corporation.....	E	100
Fox Sunkist Theatre Corporation.....	E	100
Fox Tucson Theatres Corporation.....	E	100
Fox United Artists Venture.....	E	50
Fox Vallejo Theatre Corporation.....	E	100
Fox West Coast Agency Corporation.....	E	100

Twentieth Century-Fox Film Corporation—Continued

National Theatres Corporation—Continued

Fox West Coast Theatres Corporation—Continued

	Industry branch	Percent ownership
Fox Western Montana Theatre Corporation.....	E	100
Glendale Theater Company.....	E	100
Golden Gate Theatre Corporation.....	E	66
Golden State Theatre Corporation.....	E	84
Fresno Theatre, Inc.....	E	92
Hanford-Tulare-Visalia Venture.....	E	56
Reno Theatres Venture.....	E	54
Sacramento Hippodrome Theatre, Inc.....	E	84
Golden State Theatre & Realty Corporation.....	E	39
T. & D. Jr. Enterprises, Inc.....	E	33
Golden State Theatre Corporation.....	E	84
Grauman's Greater Hollywood Theater, Inc.....	E	33
Hollywood Theatre Venture.....	E	51
Huntington Park Theater Company.....	E	100
Fox Belmont Theatre Corporation.....	E	100
Towne Theatre Venture.....	E	51
Imperial Valley Building Corporation.....	E	100
Kern County Theatre Corporation.....	E	100
Märstrand Theatres Corporation.....	E	51
Mesa Investment Co.....	E	100
Angelus-Mesa Joint Venture.....	E	51
Ontario Theatre Corporation.....	E	100
Ontario Joint Venture.....	E	50
Pablo Theatres Corporation.....	E	100
Palo Alto Theatre Company.....	E	100
Parascal Theatre Leasing Corporation.....	E	100
Peninsula Theatres Corporation.....	E	100
San Francisco & San Mateo Amusement Co.,	E	100
Principal Theatres, Inc.....	E	51
Alhambra Amusement Company.....	E	25
Alhambra Theatres Venture.....	E	16
American Amusement Company.....	E	25
Broadway Theatres, Inc.....	E	25
Metropolitan Theatres Corporation.....	E	33
Principal Theatres, Inc. of Arizona.....	E	51
Santa Maria Amusement Company.....	E	25
Silver Crest-Principal Theatres.....	E	25
Redlands-West Coast Corporation.....	E	100
Rubidoux Theatre Corporation.....	E	51
San Diego Theatre Corporation.....	E	100
Pacific Beach Theatres Venture.....	E	51
Pacific-Silver Gate-San Diego Venture.....	E	66
Sandorf Theatre Corporation.....	E	100
Santa Monica Theatre Company.....	E	100
Sherman Oaks Theatre Corporation.....	E	60
Solano Theatre Corporation, Ltd.....	E	100
Telenews Theatre Venture.....	E	50
South Pasadena Theatre Corporation.....	E	100
Monrovia-South Pasadena Theatres Venture.....	E	51
Strand-Vallejo Theatre Corporation.....	E	100
Sunbeam Theatre Corporation.....	E	66
T. & D., Jr. Enterprises, Inc.....	E	33
Golden State Theatre & Realty Corporation.....	E	39
Reno Theatres Venture.....	E	54
The Balboa Building Company.....	E	100
Theatres Holding Company.....	E	33
Twentieth and Mission Theatre Company.....	E	100
El Capitan-Rialto Venture.....	E	50
United West Coast Theatres Corporation.....	E	70

Twentieth Century-Fox Film Corporation—Continued		Percent of ownership
National Theatres Corporation—Continued		
Fox West Coast Theatres Corporation—Continued		Industry branch
C-F-M Venture	E	60
Fifth Avenue-Alto Theatres Venture	E	35
Reyshire Theatre Corporation	E	35
United-Long Beach Preferred Venture	E	42
Venice Investment Company	E	100
Fox Redondo Theatre Corporation	E	100
West Los Angeles Theatre Venture	E	51
Vermont Avenue Theatre Corporation	E	100
West Coast-Compton Theatre Corporation	E	51
West Coast Hollywood Theatres	E	50
C-F-M Venture	E	60
Carlton-Rivoli Theatres Corporation	E	50
Central Van Nays Theatres Venture	E	30
Pico Theatre Corporation	E	25
Studio City Theatres, Ltd.	E	50
West Coast Leasing Corporation	E	100
West Coast Long Beach Theatre Corporation	E	100
West Coast Santa Ana Theatre Corporation	E	51
West Coast Theatres, Inc. of Northern California	E	100
Broadway and Twentieth Properties Inc.	E	100
Euclid & Colorado Theatre Corporation	E	100
Fox Salinas Theatres, Ltd.	E	66
El Rey Theatre Venture	E	33
Fresno Theatre, Inc.	E	92
Jefferson Realty Company	E	16
Sacramento Theatres, Inc.	E	50
San Jose Theatre Corporation	E	100
T. & D., Jr. Enterprises, Inc.	E	33
Transbay Theatres, Inc.	E	75
West Coast-Wilmington Company	E	77
Westlake Park Theatre Corporation	E	50
Westwood Village Theatre Corporation	E	100
Fox Wisconsin Theatres, Inc.	E	100
Fox Apollo Theatre Corporation	E	100
Fox Badger Theatre Corporation	E	100
Fox City Theatres Corporation	E	100
Fox Janesville Corporation	E	100
Fox Lake Shore Theatres Corporation	E	100
Fox Linthea Corporation	E	100
Fox Lisbon Theatre Corporation	E	100
Fox Milwaukee Theatres, Inc.	E	100
Fox Palace Corporation	E	100
Fox Rock River Theatre Corporation	E	100
Fox Winnebago Corporation	E	100
Fox Wisconsin Amusement Corporation	E	100
Fox Wisconsin Corporation	E	100
Fox Wolverine Corporation	E	100
Valley Theatres Corporation	E	50
Natco Booking Agency, Inc.	E	100
National Theatres Amusement Co., Inc.	E	100
National Theatres Corporation	E	100
Wesco Corporation	E	100
Fox West Coast Theatres Corporation	E	100
Fox Wilshire Theatre Corporation	E	100
Fullerton Building Corporation	E	51
Gateway Theatre Company	E	30
Roxy Theatre, Inc.	E	100
Twentieth Century-Fox Corporation of Texas	D	100

	Industry branch	Percent of ownership
Twentieth Century-Fox Film Corporation—Continued		
Twentieth Century-Fox Distributing Corporation.....	D	100
Twentieth Century-Fox International Corporation....	D	100

C. Loew

(Exs. 46, 47) (R. 180)

	Industry branch	Percent of ownership
Loew's Incorporated	P, D & E	
Abingdon Amusement Corporation.....	E	100
Arditodd, Inc.....	E	50
Astoria Theatre Corporation.....	E	100
Broadcaster Corporation.....	E	33
Broadway Theatre Corp.....	E	21
Brooklyn Operating Corporation.....	E	100
Buffalo Theatres, Inc.....	E	50 (P)
		43 (C)
Canal Realty & Improvement Co., Inc.....	E	66
Capitol Theatre Corp.....	E	2
Cardinal Amusement Corp.....	E	100
Century-Parkway Corporation.....	E	50
Chapel State Theatre Company, The.....	E	50
Chateau Amusement Corporation.....	E	50
Cleveland Theatres, Inc.....	E	9 (P)
		100 (C)
Clinton-Court Corporation.....	E	100
Colorado-Orpheum Corp.....	E	50
Coney Island Theatre, Inc.....	E	100
Delken Theatres Corp.....	E	43
Delton Operating Corporation.....	E	100
Diamond Amusement Corporation.....	E	100
District Amusement Corporation.....	E	100
Dyckwood Amusement Corporation.....	E	66
Eton Amusement Corporation.....	E	100
Evans Theatre Corporation.....	E	100
Evergreen Amusement Corporation.....	E	50
Fairmont Theatre Corporation.....	E	100
Firm Amusement Corporation.....	E	100
Frontier Theatres, Inc.....	E	43
Gates Theatre Corporation.....	E	53
Great Lakes Theatre Corp.....	E	43
Hawthorne Amusement Corporation.....	E	66
Hemlock Theatre Corporation.....	E	50
International Vaudeville Company.....	E	100
Lance Theatre Corp.....	E	100
Landroll Realty Corporation.....	E	50
Lee-Richmond Corp.....	E	50
Loew-United Artists Columbus Corp.....	E	50
Loew's Boro Park Theatre Corp.....	E	66
Loew's Boston Theatres Company.....	E	78
Loew's Boulevard Corporation.....	E	100
Loew's Dayton Theatre Company.....	E	100
Loew's Houston Company.....	E	100
Loew's Indiana Theatres.....	E	100

	Industry branch	Percent of ownership
Loew's Incorporated—Continued		
Loew's Theatre & Realty Corp.....	E	100
Louisville Operating Co., Inc.....	E	50
Macon Amusement Corporation.....	E	50
Marcus Loew Booking Agency.....	E	100
Marcus Loew Indianapolis Realty Co.....	E	100
Market & Taylor Building Company.....	E	100
Mayfair Building, Inc.....	E	100
McNaughton Realty Corp.....	E	43
M. G. M. International Films Corporation.....	P	100
Midas Amusement Company.....	E	100
Midland Investment Corp.....	E	100
Moredall Realty Corporation.....	E	50
New Broad Company.....	E	100
North Bergen Amusement Corporation.....	E	100
Oak Park Realty & Amusement Company.....	E	100
Olthea, Inc.....	E	50
167th Street Amusement Corporation.....	E	100
Parkchester Amusement Corp.....	E	100
Penn-Federal Corporation.....	E	18 (P)
		47 (C)
Penn-Federal Enterprises, Inc.....	E	50
Poli-New England Theatres, Inc.....	E	75
Putnam Theatrical Corporation.....	E	100
Rhodes Theatre Operating Corp.....	E	50
St. Louis Orpheum Corp.....	E	100
Seventh & Broadway Building Company.....	E	100
Sherman Amusement Corporation.....	E	66
Standard Evansville Realty Co., The.....	E	100
Suburban Theatre Corporation.....	E	50
Superior Theatre Corp.....	E	50
Theatres Development Corp.....	E	100
Toledo Operating Corporation.....	E	50
Valentine Theatre Corp.....	E	7
Venetian Amusement Company.....	E	12
Victoria-Seventh Avenue Corp.....	E	100
Warwick Amusement Corporation.....	E	100
West Reading Theatre Company.....	E	50
Willard Amusement Corporation.....	E	100
Yonkers Operating Corporation.....	E	66

D. Paramount

(Exs. 61, 62, 64) (R. 186-87)

	Industry branch	Percentage of stock ownership by immediate parent company
Paramount Pictures, Inc.		
Abbeville Theatre Corporation.....	P, D & E	100
Alabama Theatres, Inc.....	E	50
Rebel Poster Exchange, Inc.....	E	60
Southern Attractions, Incorporated.....	E	12.5
Bessemer Theatres, Incorporated.....	E	50
Kingsul Theatres, Inc.....	E	100
Kingsport Broadcasting Company, Inc.....	E	8%
Wil-Kin Theatre Supply, Inc.....	E	24.10
Arcade Investment Company.....	E	100

	Industry branch	Percentage of stock ownership by immediate parent com- pany
Pafamont Pictures, Inc.—Continued		
Arkansas Amusement Corporation	E	50
Artists Booking Bureau, Inc.	E	100
Atlanta Enterprises, Inc.	E	100
Augusta Amusements, Inc.	E	50
Balaban & Katz Corporation	E	98.23
B and K Management Corporation	E	100
Diana Theatre Corporation	E	50
45 W. Randolph St. Theatre Corporation	E	50
Garyana Amusement Corporation	E	50
Granada Corporation	E	100
Hohman-Clinton Realty Corporation	E	100
Indiana Amusement Enterprises, Inc.	E	100
Publix-Indiana Corporation	E	100
Publix-South Bend, Inc.	E	100
Iris Amusement Corporation	E	50
Lund Theater Corporation, Inc.	E	100
Marbro Corporation	E	100
Oak Park Amusement Corporation	E	37.5
Oak Park Theatre Corporation	E	100
Publix Great States Theatres, Inc.	E	100
Auburn Amusement Company	E	50
Gale Theatre Company	E	50
L. & P. Theatres, Inc.	E	50
Quincy Theatres Operating Co.	E	50
Rockford Enterprises, Inc.	E	50
Rockford Theatre Corporation	E	50
State Amusement Corporation	E	50
Theatre Amusement Company	E	100
Theatre Booking Office, Inc.	E	100
Theatre Service Corporation	E	100
Tiffin Amusement Company	E	25
P. & N. Theatre Corporation	E	100
United Detroit Theatres Corporation	E	25.65
Alger Theatre Corporation	E	75
Detroit Capitol, Inc.	E	100
Madison Theatre Corporation	E	100
Royal Theatre Co.	E	50
190 North State Street, Inc.	E	100
West Suburban Amusement Company	E	50
Maryland Theatre Building Corporation	E	12.15
Berklaw Realty Corporation	E	100
Birmingham Theatre Operating Company	E	60
Brevard Theatres, Inc.	E	16%
Bristonn Theatres, Inc.	E	100
Buffalo Theatres, Inc.	E	43%
Broadrose Theatre Corporation	E	50
Delken Theatres Corporation	E	100
Kenmore Theatres, Inc.	E	4.85 Com 14.1 Pfd.
Great Lakes Theatre Corporation	E	100
McNaughton Realty Company, Inc.	E	100
Frontier Theatres, Inc.	E	100
Butterfield Michigan Theatres Company	E	33%
Sturgis Theatre Company	E	50
W. S. Butterfield Theatres, Inc.	E	25 Com. 30 Pfd.
Consolidated Theatres, Inc.	E	90.86
B & J Theatres, Inc.	E	25

Paramount Pictures, Inc.—Continued	Industry branch	Percentage of stock owned by immediate parent com- pany
W. S. Butterfield Theatres, Inc.—Continued		
Carley Amusement Company	E	51
J. R. Denniston Theatre Company	E	50.2
Kalamazoo Michigan Theatre Corporation	E	50
Muskegon Theatres, Inc.	E	25
California Theatre Realty Company	E	100
Carolina Amusement Company, The	E	100
Central States Theatre Corp.	E	50
Algona Theatre Company, Inc.	E	50
A-Muse-U Theatre Company	E	60
Corn, Inc.	E	100
Dodge Confections, Inc.	E	100
Foarde Amusement Company	E	51
Palace Confections, Inc.	E	100
Palace Theatre Company	E	50
Regent Theatre Company of Mason City, Iowa	E	50
Ritz Building Company	E	100
Central Theatres, Inc.	E	100
Clearwater Enterprises, Inc.	E	50
Orange Theatres, Inc.	E	100
Charlotte Amusement Company	E	100
Clearwater Enterprises, Inc.	E	22.23
Cocoa Theatres, Inc.	E	12.5
Concord Amusement Company	E	25
Concord Operating Company	E	25
Confidential Reports, Inc.	D	20
J. H. Cooper Enterprises, Inc., of Colorado	E	
Criterion Theatre Corporation	E	50
Standard Theatres Corporation	E	50
Darlington Theatres, Inc.	E	25
Dominion Theatres, Inc.	E	51
Charlotteville-Perry Theaters, Inc.	E	100
Lynchburg-Perry Theatres, Inc.	E	100
Newport News-Perry Theatres, Incor- porated	E	100
Peninsula Theaters, Incorporated	E	100
Wil-Kin Theatre Supply, Inc.	E	3.37
Drive-In Theatres of Alabama, Inc.	E	30
Drive-In Theatres of S. C., Inc.	E	50
Eastenn Theatres, Inc.	E	100
Rebel Poster Exchange, Inc.	E	40
Wil-Kin Theatre Supply, Inc.	E	14.5
Elizabethton Theatres, Inc.	E	50
Essex Amusement Corporation	E	50
Eton Amusement Corporation	E	50
Eustis Theatres, Inc.	E	60
Florence Theatres, Inc.	E	25
Florida Coastal Theatres, Inc.	E	95.69
Palm Drive-In Theatre, Inc.	E	100
Florida Inland Theatres, Inc.	E	88.09
Broward Drive-In Theatre, Inc.	E	100
Florida State Theatre, Inc.	E	100
Florida Theatres, Inc.	E	100
Outdoor Amusements, Inc.	E	100
Fulton Enterprises, Inc.	E	50
Georgia Theatre Company	E	50
Greenville Enterprises, Incorporated	E	100
Greenwood Theatres, Inc.	E	50

Paramount Pictures, Inc.—Continued		Percentage of stock ownership by immediate parent com- pany
Industry branch		
Gulf Theatres, Inc.	E	96.7
Gulf Drive-In Theatre, Inc.	E	100
Lakeland Theatres, Inc.	E	100
Smyrna Halifax Theatre, Inc.	E	100
Tampa Theatre Corporation	E	100
Volusia Drive-In Theatre, Inc.	E	100
Hollywood Amusements, Inc.	E	100
Intermountain Theatres, Inc.	E	57.14
Menmar Theatre Company	E	100
Paramor Theatre Company	E	50
Interstate Circuit, Inc.	E	50
Bowie Boulevard Drive In Theatre Co.	E	50
Galveston Theatres, Inc.	E	50
Glass Theatres Corporation	E	55
Ish-Horwitz Theatre Company, Inc.	E	50
Horwitz-Texan Theatres Company, Inc.	E	50
Preston Amusement Company	E	100
Northwest Highway Drive-In Theatre Co.	E	100
South Main Drive In Theatre Co.	E	50
Stude-Building Corporation	E	50
Texas San Antonio Corporation	E	50
Interstate Theatres, Inc.	E	100
Jefferson Amusement Company	E	disputed
Cole Theatres, Incorporated	E	50
Eagle Lake Theatre, Incorporated	E	25
East Texas Theatres Incorporated	E	25
Greenville Theatres, Inc.	E	50
Jefferson Theatres, Inc.	E	50
Sullivan & Moore Theatres Inc.	E	100
Yoskum Theatres, Incorporated	E	50
Johnson City Enterprises, Inc.	E	25
Kansas City Operating Corporation	E	50
Knott's Theatres, Inc.	E	100
Lincoln Theatre Corporation (Delaware)	E	100
Lincoln Theatre Corporation (Nebraska)	E	50
Maine and New Hampshire Theatres Com- pany	E	disputed
Allied Theatres Company	E	50
Augusta Theatre Company	E	100
Cabot Amusement Company	E	50
Capitol Augusta Company	E	100
Capitol Realty Company	E	50
Capitol Theatre Company	E	54.29
Concord Amusement Company	E	54.29
Concord Operating Company	E	22.5
Granite Amusement Company	E	22.5
Majestic Theatres, Inc.	E	50
Maine & New Hampshire Theatres Co. of Mass.	E	45
Queen City Realty Corporation	E	90
		26.29
		Pfd.
		45
Rumford Operating Company	E	Com.
Rumford Realty Company	E	37.5
Russell Amusement Company	E	62.5
Union Theatre Company	E	75
		100

Paramount Pictures, Inc.—Continued

Maine and New Hampshire Theatres Company—Continued

	Industry branch	Percentage of stock ownership by immediate parent com- pany
Victory Amusement Company	E	50
Malco Theatres, Inc.	E	50
Film Transit, Incorporated	E	22
Malco-Memphis Theatres, Inc.	E	100
Citizens Theatre Company	E	34
Ozark Enterprises, Inc.	E	50
Van Buren Enterprises, Inc.	E	100
Minnesota Amusement Company	E	100
American Amusement Company	E	100
Fairmont Theatre Company	E	50
Madison Theatre Company	E	50
Miles Theatre Company	E	99.98
Publix Northwest Theatres, Inc.	E	100
Rochester Amusement Company	E	50
State Theatre Corporation	E	100
Welworth Theatres of Wisconsin, Incorporated	E	50
Winona Theatre Company	E	50
Nashville Theatres, Inc.	E	100
New England Theatres, Inc.	E	100
Allied Theatres of Bangor	E	25 "A" Com. 51 "B" Com.
Alleton Theatres, Inc.	E	50
Arlington Theatres, Inc.	E	50
Bayside Theatre Corporation	E	50
Black & Churchill Theatres, Inc.	E	50
Boston Metropolitan Buildings, Inc.	E	29.54
Brockton Olympia Realty Co.	E	50
Circle Company	E	66%
Allied Theatres of Bangor	E	80 "A" Com.
Elizabeth Theatre, Inc.	E	50
Haverhill Operating Corporation	E	50
M. & P. Theatres Corporation	E	66%
Standard Theatre Supply Corporation	E	100
Massachusetts Enterprises, Inc.	E	50
Massachusetts Operating Company, Inc.	E	50
Maine Enterprises, Inc.	E	100
Merrimac Square Theatre Corp.	E	100
N. E. Boston Sales, Inc.	E	100
Newton Amusement Corporation	E	33%
Rockland Amusement Co.	E	50 "A" and "B" Cor. 60 "C" Com.
Rutland Enterprises, Inc.	E	50 "A" and "B" Com. 60 "C" Com.
Standard Candies, Inc.	E	66%
Stanway Realty Corporation	E	66%
Stanway Vending Machines, Inc.	E	66%
Taunton Operating Co., Inc.	E	50
Taunton Theatres, Inc.	E	50
Uphams Operating Co., Inc.	E	100

Paramount Pictures, Inc.—Continued	Industry branch	Percentage of stock ownership by immediate parent com- pany
North Carolina Theatres, Inc.	E	50
Bluefield Theatres, Incorporated	E	50
Danville Enterprises, Incorporated	E	50
Davidson Theatre Company	E	50
Gaetonia Enterprises, Incorporated	E	100
Lenoir Theatres, Incorporated	E	50
Monroe Theatres, Incorporated	E	50
North State Broadcasting Corporation	E	100
Robeson Enterprises, Incorporated	E	50
Southern Attractions, Incorporated	E	37.5
Twin City Theatre Corporation	E	50
Wil-Kin Theatre Supply, Inc.	E	38.65
Wilmington Theatres, Incorporated	E	50
Ritz-Wilmington Corporation	E	50
Northio Theatres Corporation	E	100
Palmetto Theatre Company, The	E	100
Wil-Kin Theatre Supply, Inc.	E	19.32
Paramount Communications, Inc.	E	100
Paramount Enterprises, Inc.	E	100
Tivoli Operating Corporation	E	50
Paramount Film Distributing Corporation	E	100
Paramount Hollywood Theatre Corporation	E	50
Paramount International Films, Inc.	E	100
Paramount Pictures Theatres Corporation	E	100
Paramount-Richards Theatres, Inc.	E	50
Canal Realty & Improvement Co., Inc.	E	33%
Capital Theatres, Inc.	E	50
Helena Enterprises, Inc.	E	100
Hope Enterprises, Inc.	E	100
Kennington-Saenger Theatres, Inc.	E	50 Com.
Kennington-Richards Enterprises, Inc.	E	13.8 Pfd.
Pine Bluff Enterprises, Inc.	E	100
Paramount-Richards Enterprises, Inc.	E	100 Pfd.
Chickasaw Amusement Corporation	E	100
Kennington-Richards Enterprises, Inc.	E	43.1 Pfd.
Richards-Ehrlich Enterprises, Inc.	E	50 Com.
Richards-Lightman Theatres Corp.	E	50 Com.
Saenger-Ehrlich Enterprises, Inc.	E	50 Pfd.
Richards-Ehrlich Enterprises, Inc.	E	100 Pfd.
Saenger Theatres of Texas, Inc.	E	100
WSMB, Inc.	E	50
Paramount-Richards Enterprises, Inc.	E	50 Com.
Chickasaw Amusement Corporation	E	100
Kennington-Richards Enterprises, Inc.	E	43.1 Pfd.
Richards-Ehrlich Enterprises, Inc.	E	50 Com.
Paramount Theatres Service Corporation	E	50 Com.
Parr Realty Co., Inc.	E	100
Penn-York Supply Company, Inc.	E	50
Penncom Corporation	E	50
Cornerford-Publiz Corporation	E	100 Com.
Forty Fort Theatres, Inc.	E	50 "B" Pfd.
Lebanon Theatres Corporation	E	50

Paramount Pictures, Inc.—Continued

Pennecom Corporation—Continued

	Industry Branch	Percentage of stock ownership by immediate parent company
Comerford Public Theatres Corporation	E	100
Midas Theatres Corporation	E	100
Monroe Amusements, Inc.	E	100
Pennler Theatre Corporation	E	50
Pennware Theatre Corporation	E	50
Alpena Theatre Corporation	E	66%
Philpitt Realty Corporation	E	100
Pine Realty Co., Inc.	E	50
Public Bamford Theatres, Inc.	E	75
Bamford Amusement Corporation	E	100
Public Lucas Theatres, Inc.	E	50
Mosque, Inc.	E	100
Moultrie Theatres, Inc.	E	50
Public Netoco Theatres Corporation	E	50
Allston Theatre, Inc.	E	50
Allston Land Corporation	E	66%
Arlington Theatres, Inc.	E	50
Bayside Theatre Corporation	E	50
Connecticut Theatres Operating Company	E	75.03
Dudley Amusement Company	E	57.24
Elizabeth Theatre, Inc.	E	50
Egyptian Theatre, Inc.	E	100
Jamaica Amusement Company	E	50.23
Liberty Operating Company, Inc.	E	100
Massachusetts Enterprises, Inc.	E	50
Massachusetts Operating Company, Inc.	E	50
M & P Theatres Corporation	E	33%
Standard Theatre Supply Corporation	E	100
Modern Theatre, Incorporated	E	100
Morton Theatre Corporation	E	100
Newton Amusement Corporation	E	33%
Natick Amusement Company, Inc.	E	100
Oriental Theatre, Inc.	E	100
P. N. Boston Sales, Inc.	E	100
Rivoli Theatre, Inc.	E	75
Roslindale Holding Corporation	E	71.43
Massachusetts Operating Company, Inc.	E	20
Starway Vending Machines, Inc.	E	33%
Starway Realty Corporation	E	33%
Standard Candies, Inc.	E	33%
Taunton Operating Co., Inc.	E	30
Taunton Theatres, Inc.	E	30
Warrenton Enterprises, Inc.	E	100
Waltham Netoco Theatres, Inc.	E	50.05
Embassy Realty Company, Inc.	E	100
Newton Amusement Corporation	E	33%
Public-Richards-Nace, Inc.	E	100
Palms Theatre Corporation	E	100
Phoenix Drive-In Theatre	E	30.56
Studio Theatre, Inc.	E	50
Public Wheeling Theatre Corporation	E	50
Rasorback Realty Company	E	50
Regal Theatres, Inc.	E	50
Rialto, Inc.	E	

Paramount Pictures, Inc.—Continued	Industry branch	Percentage of stock ownership by immediate parent com- pany
Ridge Theatres, Inc.	E	80
Highland Theatre, Inc.	E	50
Saltmount Theatres, Inc.	E	100
Savannah Theatres Company	E	50
Southern Attractions, Incorporated	E	50
Strahan Theatre Corporation	E	50
423 South Broadway Corporation	E	20
Strand Leasing Company	E	100
Strand Theatre, Incorporated	E	100
Tallahassee Enterprises, Inc.	E	33%
Television Productions, Inc.	E	100
Telephony Corporation of America	E	34 "B" Com.
Texas Consolidated Theatres, Inc.	E	50
Albuquerque Theatres, Inc.	E	50
Brownsville Amusement Company, The	E	75
Tompkins Amusement Company, The	E	
Tompkins Theatre Company, The	E	
Tri-States Theatre Corporation	E	50
Affiliated Theatres, Inc.	E	50
A. H. Blank Theatre Co. of Nebraska	E	100
Cedar Amusements, Inc.	E	50
Commonwealth Company, The	E	100
Commonwealth Theatres Corporation	E	100
Confections, Inc.	E	100
Continental Amusement Company	E	66%
East Des Moines Theatre Corp.	E	50
General Theatre Corp. of Cedar Rapids	E	100
Iowa Building Corporation	E	100
King Corn, Inc.	E	100
Omaha Theatre Operating Corporation	E	100
Orpheum Theatre Corporation of Omaha	E	100
Ottumwa Theatre Company	E	33%
Popcorn Wholesalers, Inc.	E	100
Stark & Pierce Theatres, Inc.	E	33%
Strand Confections, Inc.	E	100
States Theatres of Omaha, Incorporated	E	100
United Artists Theatre Company of Michi- gan	E	50
United Detroit Theatres Corporation	E	74.35
Alger Theatre Corporation	E	75
Detroit Capitol, Inc.	E	100
Madison Theatre Corporation	E	100
Royal Theatre Co.	E	50
United Newark Corporation	E	20
United Theatre Enterprises, Inc.	E	50
Covington Amusement Enterprises, Inc.	E	25
Community Theatres Consolidated	E	100
Hal Wallis Productions, Inc.	P	50
Western Massachusetts Theatres, Inc.	E	52
Richmond Theatre Corporation	E	100
S & N Corporation	E	100
Weemas Candy Corporation	E	100
Wilby-Kinney Service Corporation	E	50
Winter Haven Enterprises, Inc.	E	16%

E. RKO

(Ex. 87) (R. 202)

	Industry branch	Percent of ownership
Radio-Keith-Orpheum Corporation.....	P & D	
Ambro Amusement Corporation.....	E	Not de- termined
B. F. Keith Corporation.....	E	99
Butterfield Michigan Theatres Company.....	E	33
W. S. Butterfield Theatres, Inc.....	E	10
Center Theatre Corporation.....	E	100
The Cino Theatre Company.....	E	51
Des Moines Consolidated Theatres Corporation.....	E	100
Eaton Theatre Corporation.....	E	50
Eighty First Street Theatre Corporation.....	E	100
Grand, Inc.....	E	55
Greater Huntington Theatre Corporation.....	E	25
Biggs Long Realty Corporation.....	E	25
Orpheum Operating Company.....	E	25
State Operating Company.....	E	25
K-P Theatre Corporation.....	E	51
The B. F. Keith Columbus Company.....	E	55
High Street Theatre Corporation.....	E	17
Keith Massachusetts Corporation.....	E	100
Keith Memorial Theatre Corporation.....	E	100
Keith Ohio Corporation.....	E	100
Lexington Avenue Theatre and Realty Cor- poration.....	E	50
Lowell Theatre Company.....	E	100
Montealm Theatre Corporation.....	E	100
New Rochelle Main Street Corporation.....	E	50
Number Twenty Five Theatre, Inc.....	E	49
Number Twenty Six Theatre, Inc.....	E	35
Palace Theatre and Realty Co.....	E	51
Pansy Amusement Corporation.....	E	100
Queens Entertainment Corporation.....	E	50
Rich Hill Corporation.....	E	100
S. K. E. Operating Company, Ltd.....	E	50
Springco Corporation.....	E	65
Dayton Theatre Corporation.....	E	55
Trenton-New Brunswick Theatres Company.....	E	50
Blue Acre, Inc.....	E	50
The United Theatres Company.....	E	15
West Farms-Tremont Corporation.....	E	100
White Plains Hamilton Corporation.....	E	100
Palace Theatre and Realty Co.....	E	19
Pathe News, Inc.....	P	100
RKO Midwest Corporation.....	E	100
B. & J. Theatres, Inc.....	E	25
The Cino Theatre Company.....	E	49
Gifts, Inc.....	E	33
Grand, Inc.....	E	45
High Street Theatre Corporation.....	E	15
The B. F. Keith Columbus Company.....	E	45
RKO Orpheum Corporation.....	E	100
Affiliated Theatres, Inc.....	E	10
Champaign Orpheum Company.....	E	100
Chicago Orpheum Corporation.....	E	100
Colorado Orpheum Corporation.....	E	50
Hennepin Avenue Theatre and Realty Company.....	E	100

Radio-Keith-Orpheum Corporation—Continued

RKO Orpheum Corporation—Continued

	Industry branch	Percent of ownership
Junior Orpheum Los Angeles, Ltd.	E	100
Missouri Orpheum Corporation	E	100
Orpheum Theatre and Realty Co., Ltd.	E	100
St. Paul Theatres Company	E	100
Singer Cedar Rapids Corporation	E	100
Singer Davenport Corporation	E	100
Singer Dubuque Corporation	E	100
Singer Marshalltown Corporation	E	100
Singer New Orleans Corporation	E	100
Singer Omaha Corporation	E	100
Singer Sioux City Corporation	E	100
Singer Waterloo Corporation	E	100
Winston Theatre Corporation	E	100
Wotan Theatre Corporation	E	100
RKO Proctor Corporation	E	100
423 South Broadway Corporation	E	30
K-P Theatre Corporation	E	49
Lexington Avenue Theatre and Realty Corporation	E	50
New Rochelle Main Street Corporation	E	50
RKO Radio Pictures, Inc.	P & D	100
RKO Rhode Island Corporation	E	100
Union Hill Corporation	E	100

F. Warner

(Exs. 116-120) (R. 209-22)

	Industry branch	Percent of ownership
Warner Bros. Pictures, Inc.	P	
Atlantic Theatres, Inc.	E	50
Bird Theatre Corporation	E	100
Cardinal Theatre Co.	E	100
Circular Realty Company	E	50
Connecticut Theatrical Corporation	E	100
The Euclid and Jeffery Corporation	E	100
Federal Theatres Company	E	100
General Theatre Company	E	100
Mansfield Operating Corporation	E	50
Intrastate Theatre Corporation	E	100
Massachusetts Amusement Corporation	E	100
The Metropolitan Theatre Company	E	75
Milwaukee Theatre Company	E	50
Mindoro Corporation	E	100
Mt. Oliver Theatre Company	E	50
National Theatre Company	E	100
Northeastern Theatres, Inc.	E	100
Regent State Corporation	E	50
Stanley Company of America	E	99
Berks Amusement Company	E	99
Branford Theatre, Inc.	E	50
Stanley-Mark-Strand Corporation	E	99
W. F. Theatre Company, Inc.	E	50
Stanley-Shapiro Theatre Company	E	51
The Vitaphone Corporation	P	100
Warner Bros. Cartoons, Inc.	P	100
Warner Bros. Pictures Distributing Corporation (formerly Vitagraph, Inc.)	D	100

	Industry branch	Percentage ownership
Warner Bros. Pictures, Inc.—Continued		
Warner Bros. Theatres, Inc. (Calif.)	E	100
Warner Bros. Theatres, Inc. (Del.)	E	100
Harold Theatre Company	E	50
Standard Theatres Corporation	E	50
Warner Bros. Theatres, Inc. (Pa.)	E	100
Warner Bros. Theatres, Inc. (Va.)	E	100
Warner Bros. Theatres, Inc. (W. Va.)	E	100
Warner Bros. Theatres of Wisconsin, Inc.	E	100
Warner Midwest Theatres, Inc.	E	100

G. United Artists

(Ex. 140) (R. 228-30, 233)

	Industry branch	Percent of ownership
United Artists Corporation	D	
Walter Wanger Productions, Inc.	P	50

H. Universal

(Ex. 370) (R. 347)

	Industry branch	Percent of ownership
Universal Pictures Company, Inc. (formerly known as Universal Corporation)	P	
Big U Film Exchange, Inc.	D	100
Universal Film Exchanges, Inc.	D	100